

STATE OF TEXAS §  
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COUNTY OF WEBB §

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WEBB COUNTY, TEXAS

BY  DEPUTY

**Third Party Funding Agreement  
By and Between  
Webb County, Texas  
and**

**Alzheimer's Disease and Related Disorders Association, Inc. also conducting business as  
Alzheimer's Association**

This agreement is made and entered into by and between the County of Webb, a political subdivision of the State of Texas, acting herein by and through its County Judge, as authorized by its Commissioners Court, (hereinafter referred to as "County") and the **Alzheimer's Disease and Related Disorders Association, Inc. also conducting business as Alzheimer's Association**, a 501(c)(3), acting by and through Mr. Greg Sciuto its Executive Director.

The parties do agree and contract as follows:

**ARTICLE 1  
SCOPE OF SERVICES**

Alzheimer's Disease and Related Disorders Association, Inc. also conducting business as Alzheimer's Association, covenants and agrees to provide the services set forth in the attached Exhibit "A" incorporated herein by reference as if set out in full during Webb County's fiscal year, being October 1, 2023 through September 30, 2024.

**ARTICLE 2  
PERSONNEL AND EQUIPMENT**

Alzheimer's Disease and Related Disorders Association, Inc. also conducting business as Alzheimer's Association, agrees to furnish all personnel with the required skills and expertise needed to perform the above-mentioned services at no additional cost to the County other than as provided in Article 5. In addition, Alzheimer's Disease and Related Disorders Association, Inc. also conducting business as Alzheimer's Association, shall provide all necessary equipment, supplies, vehicles, utilities and miscellaneous expenses incurred in performing the scope of services at no additional cost to the County other than as provided in Article 5.

**ARTICLE 3  
REPORT TO COUNTY**

Alzheimer's Disease and Related Disorders Association, Inc. also conducting business as Alzheimer's Association, shall submit a detailed annual report to the **Webb County Auditor** with copy of same to the **Webb County Treasurer**, which shall identify the services delivered and

expenses incurred under this agreement. Said report shall be submitted to the County no later than September 30, 2024.

#### **ARTICLE 4 DURATION OF CONTRACT**

This agreement shall be in effect for 12 months beginning October 1, 2023 and ending September 30, 2024.

#### **ARTICLE 5 COMPENSATION**

County shall fund Alzheimer's Disease and Related Disorders Association, Inc. also conducting business as Alzheimer's Association, a total of Twenty-Five Thousand Dollars (\$25,000.00) for its services under this agreement, payable within fifteen (15) days of the Commissioners Court approval of this contract.

It is expressly understood and agreed by the parties hereto that the Twenty-Five Thousand Dollars (\$25,000.00) is subject to the availability of funds. This Twenty-Five Thousand Dollars (\$25,000.00) is the total maximum sum specifically allocated to fully discharge any and all liabilities that may be incurred by County under the provisions of this Agreement, regardless of the nature and notwithstanding any word, statement, or thing contained or inferred from the provisions of this Agreement, which might in any light by any person be interpreted to the contrary. It is expressly agreed that **absolutely none of the funds granted by this agreement shall be used for any payroll expenses, employee wages, benefits and or salaries** and failure to comply with this provision is a material breach of this contract and may obligate Alzheimer's Disease and Related Disorders Association, Inc. also conducting business as Alzheimer's Association to repay funds and/or disqualify Alzheimer's Disease and Related Disorders Association, Inc. also conducting business as Alzheimer's Association from applying for this grant in the future.

#### **ARTICLE 6 NON-ASSIGNABILITY**

Alzheimer's Disease and Related Disorders Association, Inc. also conducting business as Alzheimer's Association, shall not assign any interest in this agreement nor delegate the performance of any of its duties herein specified without the written consent of County.

#### **ARTICLE 7 ACCESS BY COUNTY TO RECORDS**

Alzheimer's Disease and Related Disorders Association, Inc. also conducting business as Alzheimer's Association expressly agrees to maintain complete and accurate financial records of expenditures made by Alzheimer's Disease and Related Disorders Association, Inc. also conducting business as Alzheimer's Association and as requested by the Commissioner's Court, the County Auditor, or their designee, shall make the records available to the Commissioners Court, County Auditor of their designees, for inspection and review. Additionally, Alzheimer's

Disease and Related Disorders Association, Inc. also conducting business as Alzheimer's Association shall permit representatives of the County, including but not limited to the County Auditor and independent auditor, access to the names, addresses, services rendered, and all other required documents related to the Alzheimer's Disease and Related Disorders Association, Inc. also conducting business as Alzheimer's Association performance under this contract. All such required records shall be clearly identified and readily accessible to the County for three (3) years after final payment under this contract, or after termination of this contract, whichever is later.

## **ARTICLE 8 COUNTY'S RIGHT TO TERMINATE**

This contract may be terminated by County at any time on 30 days written notice to Alzheimer's Disease and Related Disorders Association, Inc. also conducting business as Alzheimer's Association and any remaining funds shall be returned.

## **ARTICLE 9 ENTIRE AGREEMENT**

This contract supersedes any and all prior agreements between the County and Alzheimer's Disease and Related Disorders Association, Inc. also conducting business as Alzheimer's Association whether written or oral.

## **ARTICLE 10 NON-DISCRIMINATION**

Alzheimer's Disease and Related Disorders Association, Inc. also conducting business as Alzheimer's Association shall not discriminate against any employee or applicant because of race, religion, color, sex, handicap or national origin.

## **ARTICLE 11 INDEMNIFICATION**

Alzheimer's Disease and Related Disorders Association, Inc. also conducting business as Alzheimer's Association shall indemnify and hold County harmless from any and all claims arising out of the performance of its duties under this agreement.

## **ARTICLE 12 NOTICES**

All notices called for or contemplated hereunder shall be in writing and shall be deemed to have been duly given when personally delivered or forty eight (48) hours after mailed to each party by certified mail, return receipt requested, postage prepaid as follows:

To County: County Judge/Chief Executive Administrator  
1000 Houston St., 3<sup>rd</sup> Floor  
Laredo, Texas 78040

To: Alzheimer's Disease and Related Disorders  
Association, Inc. also conducting business as  
Alzheimer's Association  
Mr. Greg Sciuto  
Executive Director  
1100 Northwest Loop 410  
San Antonio, TX 78213

**ARTICLE 13  
INCONSISTENCIES**

Where there exists any inconsistency between this Agreement and other provisions of collateral contractual agreements that are made a part hereof by reference or otherwise, the provisions of this Agreement shall control.

**ARTICLE 14  
SEVERABILITY**

If any item, provision, covenant or condition of this contract should be held by a court of competent jurisdiction to be invalid, void or unenforceable, and such term, provision or condition is not an essential part of the contract and appears not to have been a controlling or material inducement to the making thereof, the same shall be deemed of no effect, and shall upon application of either party be stricken from the contract without affecting the binding force of the contract as it shall remain after omitting such provision.

**ARTICLE 15  
LAW OF TEXAS**

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be enforced in the Webb County, Texas.

**ARTICLE 16  
AMENDMENT**

No changes to this Agreement shall be made except upon written agreement of both parties.

**ARTICLE 17  
HEADINGS**

The headings used herein are for convenience of reference only and shall not constitute a part hereof or affect the construction or interpretation hereof.

**ARTICLE 18  
WAIVER**

The failure on the part of any party to exercise or to delay in exercising, and no course of dealing with respect to any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies provided herein are cumulative and not exclusive of any remedies provided by law or in equity, except as expressly set forth herein.

**ARTICLE 19  
COUNTERPARTS**

This Agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same document.

**ARTICLE 20  
TERMINOLOGY AND DEFINITIONS**

All personal pronouns used herein, whether used in the masculine, feminine, or neutral, shall include all other genders; the singular shall include the plural and the plural shall include the singular.

**ARTICLE 21  
IMMUNITY**

County does not waive or relinquish any immunity or defense on behalf of themselves, their trustees, commissioners, offices, employees and agents as a result of the execution of this Agreement and performance of the functions and obligations described herein.

**ARTICLE 22  
NO RIGHTS CREATED**

Any other provision of this Agreement to the contrary notwithstanding, this Agreement shall not create any rights or benefits on behalf of any other person not a party to this Agreement, and this Agreement shall be effective only as between the parties hereto, their successors and permitted assigns.

**ARTICLE 23  
INCORPORATION OF RECITALS AND EXHIBITS**

The Recitals and each exhibit attached hereto are hereby incorporated herein by reference for all intents and purposes, provided however that in the event of a conflict between this Agreement and its Exhibits, this Agreement shall control to the extent of such conflict.


**ARTICLE 24  
EFFECTIVE DATE**

This agreement is effective as of the October 1, 2023, even if any signatures are made after that date.

**COUNTY OF WEBB**

**Disorders Association, Inc. also conducting business as Alzheimer's Association**

**Alzheimer's Disease and Related  
Disorders Association, Inc. also conducting business as Alzheimer's Association**

  
\_\_\_\_\_  
Honorable Tano E. Tijerina  
Webb County Judge

  
\_\_\_\_\_  
Greg Sciuto  
Executive Director

Date: 1/23/2024

Date: 1/22/24

**ATTEST:**

  
\_\_\_\_\_  
Honorable Margie Ramirez-Ibarra  
Webb County Clerk

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Nathan R. Bratton  
Webb County Civil Legal Division \*

\*By law, this office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval of their own respective attorney(s).

**A) Program Name:**

**Care Consultation (Evidence Based Program) & Information & Referral Services**

**Description of Services to be provided:**

- 1) Dates: Every 1<sup>st</sup> and 3<sup>rd</sup> Tuesday of each month in-person in Laredo, Texas.
- 2) No of people to be served: 150+
- 3) Description of activity: In person Assessment of needs for Caregivers, Families, or People with the Disease, care planning service, information and referral, Assistance with planning and problem solving, and Supportive listening. Local Case management & Health System Outreach provides assessment, information, planning, referral, care coordination and/or advocacy for family caregivers as well as tailored support and trainings for health providers.
- 4) Who the program serves: Adult Unpaid and Informal Caregivers and families affected by dementia in Webb County. Specifically, caregivers disproportionately impacted by Covid-19 restrictions on available senior services and resources, causing increased responsibility, stress, and health decline of caregivers and those they care for. Our Target Population reside in inequitable zip codes (6+ on the Equity Matrix) in low-income zip codes with high percentage of Hispanic and residents. Across our work, we prioritize communities that are underserved, at increased risk for dementia or have barriers to accessing care. Chapter programs and services are offered free of charge to all that request our help. The target population of this project are individuals, caregivers, healthcare professionals, and families affected by Alzheimer's Disease and all other dementias in Webb County, with the vast majority being 60 years of age or over.
- 5) What services it provides: Our professional staff is dedicated to helping people navigate through the difficult decisions and uncertainties people with Alzheimer's and their families face at every stage of the disease through our Care Consultation services. Care Consultation is also available over the phone via our program staff or through the Helpline, Call the 24/7 Helpline at 800.272.3900 to discuss whether an individual care consultation would be appropriate and beneficial for you or your family, or one of your patients or clients (if you are a healthcare professional). If you prefer to speak with a local consultant, make that request when you call the 24/7 Helpline or email [gfunk@alz.org](mailto:gfunk@alz.org).
- 6) When the service is available: In Person: FY24 and beyond, starting June 2023 in Laredo. Available 365 days a year online or via phone.
- 7) Where the service is provided: UT Education & Research Center: 1937 Bustamante St., Laredo TX 78041

**B) Program Name:**

**Education Programs (Including Evidence Based)**

**Description of Services to be provided:**

- 1) Dates: Every 3<sup>rd</sup> Tuesday of each month, in-person in Laredo, Texas.
- 2) No of people to be served: Unduplicated Clients Served 300+
- 3) Description of activity: Local Community Education Presentations are focused on improving the mental, physical, and financial health of the elderly and their caregivers. In collaboration with local partners, the Chapter will deploy local staff and volunteer educators in rural and urban communities in Laredo and surrounding cities throughout Webb counties to provide AD education, care, and support programs. Local Programs & Services are community-facing programs available virtually, by phone, or in person, available in English and Spanish language. 1 in 3 seniors dies with AD and Latinos are at least 50% more likely than non-Latino whites to develop AD, health and socioeconomic disparities and systemic racism contribute to increased risk in communities of color. Many members of these communities face discrimination and stigma that can further reduce their access to care and support. The Alzheimer's Association is fully committed to addressing these health disparities. We believe we must create a society in which people feel safe, cared for, and valued.

**Dementia Education, Training, & Resources**

Education & Training: Local Community Education Presentations are focused on improving the mental, physical, and financial health of the elderly and their caregivers.

- \*Managing Money: A Caregiver's Guide to Finances (Evidence Based Program)
- \*Living with Alzheimer's (in the process of Evidence Based Program designation)
- \*10 Warning Signs of Alzheimer's
- \*Understanding Alzheimer's & Dementia
- \*Healthy Living for Your Brain & Body: Tips from the Latest Research
- \*Effective Communication Strategies
- \*Understanding and Responding to Dementia-Related Behavior
- \*Dementia Conversations
- \*New Advances in Alzheimer's Treatments

- 4) Who the program serves: Adult Unpaid and Informal Caregivers and families affected by dementia in Webb County. Specifically, caregivers disproportionately impacted by Covid-19 restrictions on available senior services and resources, causing increased responsibility, stress, and health decline of caregivers and those they care for. Our Target Population reside in inequitable zip codes (6+ on the Equity Matrix) in low-income zip codes with high percentage of Hispanic and residents. Across our work, we prioritize communities that are underserved, at increased risk for dementia or have barriers to accessing care. Chapter programs and services are offered free of charge to all that request our help. The target population of this project are individuals, caregivers, healthcare professionals, and families affected by Alzheimer's Disease and all other dementias in Webb County, with the vast majority being 60 years of age or over. Caregivers, people with the disease, health care professionals.

- 5) What services it provides: Our educational programs feature information on topics including the signs of Alzheimer's disease, diagnosis, communication, living with Alzheimer's and caregiving techniques to learn more about Alzheimer's disease, caregiving, healthy living and planning for the future. Available courses include series for caregivers in each stage and for people with Alzheimer's to include professional education and we highlight local resources and supportive services in your community.
- 6) When the service is available: FY24 and beyond, starting June 2023 in Person in Laredo, also available via [www.alz.org](http://www.alz.org), registration through our website or through the helpline.
- 7) Where the service is provided: UT Education & Research Center, 1937 Bustamante St., Laredo TX 78041

### **C) Support Group**

Description of Services to be provided:

- 1) Dates: Every 1<sup>st</sup> Tuesday of each month, in-person in Laredo, Texas
- 2) No of people to be served: 75+
- 3) Description of activity:  
As Laredo becomes a more inclusive, supportive, and proactively dementia-friendly city, Support Groups fill an important service gap for families impacted by dementia. Support Groups are delivered in-person, over the phone, or online with a goal to improve the mental health of the elderly, their family, friends, and caregivers. There is a growing body of scientific evidence that reflects the protective and preventative benefits of social connectedness related to dementia risk, as well as the significant evidence to support the role of expression and reminiscence in managing the emotional and behavioral challenges that come from AD or caregiving for someone who does. This program aims to engage the greater Laredo community by providing dementia friendly, comfortable spaces for those living with dementia and their families. Staff provide facilitation, resource connection, and support services.
- 4) Who the program serves: Adult Unpaid and Informal Caregivers and families affected by dementia in Webb County. Specifically, caregivers disproportionately impacted by Covid-19 restrictions on available senior services and resources, causing increased responsibility, stress, and health decline of caregivers and those they care for. Our Target Population reside in inequitable zip codes (6+ on the Equity Matrix) in low-income zip codes with high percentage of Hispanic and residents. Across our work, we prioritize communities that are underserved, at increased risk for dementia or have barriers to accessing care. Chapter programs and services are offered free of charge to all that request our help. The target population of this project are individuals, caregivers, healthcare professionals, and families affected by Alzheimer's Disease and all other dementias in Webb County, with the vast majority being 60 years of age or over.
- 5) What services it provides: Support Groups are delivered in-person, over the phone, or online with a goal to improve the mental health of the elderly, their family, friends, and caregivers. \*Caregiver Support Group \*Persons Living with Dementia Support Group (PLWD) \*Younger Onset PLWD Support Group \*Early Stage Support Groups \*Bilingual Support Groups.
- 6) When the service is available: FY24 and beyond, starting June 2023 in Person in Laredo, also available via [www.alz.org](http://www.alz.org), registration through our website or through the helpline.
- 7) Where the service is provided: UT Education & Research Center at 1937 Bustamante St., Laredo TX 78041.

### **D) 1-800 Helpline 1 (800) 272-3900**

Description of Services to be provided:

- 1) Dates: 24/7 and 365 days a year, available in multiple languages, free of charge, access for all, regardless of a diagnosis.
- 2) No of people to be served: 100+
- 3) Description of activity:  
Information & Referral Helpline 1 (800) 272-3900 provides a 24/7 source of support to anyone facing isolation; answering questions about aging, mental health concerns, providing care consultations, and linking callers with local resources, this support is provided regardless of a diagnosis.
- 4) Who the program serves:  
Target audience: People living with dementia and their families, people worried about symptoms of Alzheimer's disease, professional caregivers, other professionals (health, elder law, clergy, etc.), students, researchers, and the public.
- 5) What services it provides: The Alzheimer's Association 24/7 Helpline is available around the clock, 365 days a year. Through this free service, specialists and master's-level clinicians offer confidential support and information to people living with the disease, caregivers, families and the public. Call us today 800.272.3900.

Contact the Helpline day or night to:

- Speak confidentially with master's-level care consultants for decision-making support, crisis assistance and education on issues families face every day.
- Learn about the symptoms of Alzheimer's and other dementias.
- Find out about local programs and services.
- Get general information about legal, financial and care decisions, as well as treatment options for managing symptoms.
- Receive help in your preferred language through our bilingual staff or translation service, which accommodates more than 200 languages.
- Dial 711 to connect with a TRS operator if assistance is required via a teletype device.

Our professional staff has the knowledge to address a variety of topics:

- Memory loss, dementia and Alzheimer's disease.
- Medication and treatment options that may help with cognitive and behavioral symptoms for a time.



- Safety issues.
- Tips for providing quality care.
- Recommendations for finding quality care providers.
- Strategies to reduce caregiver stress.
- Legal and financial documents for future care.
- Aging and brain health.
- Referrals to local community programs and services.

Note: Our Helpline staff does not perform diagnosis.

6) When the service is available: 24/7, every day, all year long.

7) Where the service is provided: Phone: 1 (800) 272-3900, or web chat via alz.org, available in English and Spanish.