

**PROFESSIONAL SERVICES CONTRACT  
FOR  
PARENTING EDUCATION SERVICES**

STATE OF TEXAS           §  
  §  
COUNTY OF BEXAR       §

This Agreement is entered into by and between the City of San Antonio, a Texas Municipal Corporation (“City”) acting by and through its City Manager or designee, pursuant to Ordinance No. \_\_\_\_\_ passed and approved on the \_\_\_\_\_ day of \_\_\_\_\_, 2024 and Guardian House, (“Contractor”) by and through Shannon White, its Chief Executive Officer/ Chief Clinical Director, both of which may be referred to herein collectively as the “Parties.”

The Parties hereto severally and collectively agree, and by the execution hereof are bound, to the mutual obligations herein contained and to the performance and accomplishment of the tasks hereinafter described.

**I. DEFINITIONS**

As used in this Agreement, the following terms shall have meanings as set out below:

- 1.1 “City” is defined in the preamble of this Agreement and includes its successors and assigns.
- 1.2 “Contractor” is defined in the preamble of this Agreement and includes its successors.
- 1.3 “Director” shall mean the director of City’s San Antonio Metropolitan Health District (“Metro Health”).

**II. TERM**

- 2.1 Unless sooner terminated in accordance with the provisions of this Agreement, the term of this Agreement shall commence on October 1, 2024 and terminate on September 30, 2027. The City shall have the option to renew this contract for up to two (2) additional one (1) year terms on the same terms and conditions. Renewals shall be in writing and signed by the Director of Metro Health without further action by the San Antonio City Council.
- 2.2 If funding for the entire Agreement is not appropriated at the time this Agreement is entered into, City retains the right to terminate this Agreement at the expiration of each of City’s budget periods, and any additional contract period beyond the initial term set forth in 2.1 is subject to and contingent upon subsequent appropriation.

**III. SCOPE OF SERVICES**

- 3.1 Contractor agrees to provide the services described in this Article III entitled Scope of Services in exchange for the compensation described in Article IV. Compensation.
- 3.2 Contractor shall provide the following services:

3.2.1 Contractor shall provide parenting education using the Triple P – Positive Parenting Program at no cost to parent participants in San Antonio. Contractor shall provide Level 4 Group with Level 5 Pathways Triple P and Level 4 Group with Level 5 Family Transitions Triple P education courses.

Contractor shall provide Level 4 Group with Level 5 Pathways Triple P and Level 4 Group with Level 5 Family Transitions Triple P to participant parents by an accredited staff as described below. Upon successful completion of the series, including completion of all accompanying forms and

assessments, participants shall receive a Certificate of Completion. Accredited Triple P Practitioners will serve participants during the contract term for each course. Participants must complete the series to be counted. To be counted as a completer, participants must be offered “makeup” sessions for any missed sessions to ensure no gaps in coverage.

Level 4 Group with Level 5 Pathways or Level 4 Group with Level 5 Family Transitions: Participants must enroll and complete all sessions in the series. Participants will receive either a) the Level 4 Group workbook and the Triple P Pathways workbooks (Module 1, Module 2, and Module 3); or b) the Level 4 Group workbook and the Triple P Family Transitions workbook before or during the first session in the series.

Program Metrics for Reporting: Contractor shall provide the following program metrics/data reporting on a monthly basis in an Excel spreadsheet. Contractor shall include raw data for both Pre and Post assessment and surveys to validate the data/information provided to Metro Health. Regularly scheduled program status meetings will occur per the direction of Metro Health to cover program outcomes and Contractor performance.

- a. Demographic Data for each participant includes first and last name, phone number, email address, ZIP code, gender identity, race and ethnicity, primary language spoken at home, annual household income, educational attainment, number of children in the household age 0 to 5 years, number of children in the household age 6 to 9 years, number of children in the household age 10 to 12 years, number of children in the household age 13 or older, and relationship of participant to children in the household.
- b. Enrollment and completion data includes the number of participants enrolled in each session or series and whether or not each participant completes the series. Completion of Group and any accompanying Level 5 intervention will be reported separately (e.g., participant completed Group but did not complete Pathways, etc.).
- c. Pre- and post-assessment data for Level 4 Group with Level 5 Pathways Triple P includes completion of the DASS-21, Parenting Scale, the Parents Attributions for Child Behavior measure, and the Parental Anger Inventory by each participant before or during the first session in the series, and during or just after (within one week) of the final session in the series. Contractor shall complete Attachment I – Triple P - Positive Parenting Program Level 4 Group Pre- and Post-Assessment Surveys and Attachment II – Triple P – Positive Parenting Program Level 5 Pathways Pre- and Post-Assessment Surveys for each participant.
- d. Pre- and post-assessment data for Level 4 Group with Level 5 Family Transitions Triple P includes completion of the DASS-21, Parenting Scale, Parenting Task Checklist, Co-Parenting Scale, and Acrimony Scale before or during the first session in the series, and during or just after (within one week) of the final session in the series. Contractor shall complete Attachment I – Triple P - Positive Parenting Program Level 4 Group Pre- and Post-Assessment Surveys and Attachment III – Triple P – Positive Parenting Program Level 5 Family Transition Pre- and Post-Assessment Surveys for each participant.
- e. Satisfaction survey data includes each participant completing a satisfaction survey after each series (Level 4 Group with Level 5 Pathways and Level 4 Group with Level 5 Family Transitions). Satisfaction survey questions and rating scales will be provided by Metro Health.

3.2.2 Outreach and Program Promotion: Contractor shall conduct outreach services to increase Contractor's visibility with the target population. Contractor shall attend community outreach events where the target population may be present, such as resource fairs, school events, and events sponsored by community organizations and distribute flyers with information on the benefits of and schedule for Triple P Parenting courses. Contractor shall submit a summary report by the end of each fiscal year, to include number of events visited.

- 3.3 All work performed by Contractor hereunder shall be performed to the satisfaction of Director. The determination made by Director shall be final, binding and conclusive on all Parties hereto. City shall be under no obligation to pay for any work performed by Contractor, which is not satisfactory to Director. City shall have the right to terminate this Agreement, in accordance with Article VII. Termination, in whole or in part, should Contractor's work not be satisfactory to Director; however, City shall have no obligation to terminate and may withhold payment for any unsatisfactory work, as stated herein, even should City elect not to terminate. City shall notify Contractor in writing of any decision to withhold payment. Should City elect to terminate, it will do so in accordance with the provisions for Defaults with Opportunity for Cure contained in this Agreement.

#### **IV. COMPENSATION TO CONTRACTOR**

- 4.1 In consideration of Contractor's performance in a satisfactory and efficient manner, as determined solely by Director, of all services and activities set forth in this Agreement, City agrees to pay Contractor an amount not to exceed one hundred and twenty thousand dollars (\$120,000.00) as total compensation to be paid to Contractor as follows:
- a. City will pay Contractor \$640.00 for each participant that completes Level 4 Group and Level 5 Family Transitions classes.
  - b. City will pay Contractor \$470.00 for each participant that completes Level 4 Group and Level 5 Pathways classes.
  - c. City will pay Contractor \$1,300.00 for Outreach and Program Promotion services set out in section 3.2.2.

If this Agreement is renewed, City will pay Contractor an amount not to exceed forty thousand dollars (\$40,000.00) during a one-year renewal period at the rates set out above per participant and for services conducted under section 3.2.2.

- 4.2 Contractor shall submit an invoice upon completion of each class series and after submission of the summary report set out in section 3.2.2. The invoice shall be submitted via email to City's Accounts Payable inbox ([Accounts.Payable@sanantonio.gov](mailto:Accounts.Payable@sanantonio.gov)) with a copy to [SAMHD.Invoices@sanantonio.gov](mailto:SAMHD.Invoices@sanantonio.gov) or by mail at the following address: City of San Antonio, Attn: Accounts Payable, PO Box 839976, San Antonio, TX 78283-3976. If Contractor fails to submit an invoice, Contractor waives the right to be paid by City.
- 4.3 No additional fees or expenses of Contractor shall be charged by Contractor nor be payable by City. The parties hereby agree that all compensable expenses of Contractor have been provided for in the total payment to Contractor as specified in section 4.1 above. Total payments to Contractor cannot exceed that amount set forth in section 4.1 above, without prior approval and agreement of all parties, evidenced in writing and approved by the Director.
- 4.4 Final acceptance of work products and services require written approval by City. The approving official shall be Director. Payment will be made to Contractor following written approval of the final work products and services by Director. City shall not be obligated or liable under this Agreement to any party, other than Contractor, for the payment of any monies or the provision of any goods or services.

#### **V. OWNERSHIP OF DOCUMENTS**

- 5.1 Any and all writings, documents or information in whatsoever form and character produced by Contractor pursuant to the provisions of this Agreement is the exclusive property of City; and no

such writing, document or information shall be the subject of any copyright or proprietary claim by Contractor.

- 5.2 Contractor understands and acknowledges that as the exclusive owner of any and all such writings, documents and information, City has the right to use all such writings, documents and information as City desires, without restriction.
- 5.3 In accordance with Texas law, Contractor acknowledges and agrees that all local government records created or received in the transaction of official business or the creation or maintenance of which were paid for by public funds are declared to be public property and are subject to the provisions of Chapter 201 of the Texas Local Government Code and Subchapter J, Chapter 441 of the Texas Government Code. Thus, no such local government records produced by or on behalf of Contractor pursuant to this Agreement shall be the subject of any copyright or proprietary claim by Contractor. Any intellectual property rights associated with the tool or work product developed under this agreement shall be the property of City, and Contractor shall execute any documents necessary to assign said intellectual property rights to City. Contractor further agrees that any tool or work product developed under this agreement shall be a work-for-hire as defined in Title 17 USC Section 201 and any copyright shall be the property of City.

The term "*local government record*" as used herein shall mean any document, paper, letter, book, map, photograph, sound or video recording, microfilm, magnetic tape, electronic medium, or other information recording medium, regardless of physical form or characteristic and regardless of whether public access to it is open or restricted under the laws of the state, created or received by local government or any of its officers or employees pursuant to law, including an ordinance, or in the transaction of public business.

- 5.4 Contractor agrees to comply with the City's Data Governance Administrative Directive 7.12 and Data Security Administrative Directive 7.3a in the same manner required of City employees, interns, volunteers and trainees, for City Data arising out of, resulting from or related to Contractor's activities under such contract. As between City and Contractor, City is and will remain the sole and exclusive owner of all right, title, and interest in and to all City Data, including all intellectual property rights relating thereto, subject only to any limited license expressly granted to Contractor, and Contractor is and will remain the sole and exclusive owner of all right, title, and interest in and to the Contractor materials, including all intellectual property rights relating thereto, subject only to the authorization and license granted to City.

## **VI. RECORDS RETENTION AND CONFIDENTIALITY**

- 6.1 Contractor and its subcontractors, if any, shall properly, accurately and completely maintain all documents, papers, and records, and other evidence pertaining to the services rendered hereunder (hereafter referred to as "documents"), and shall make such materials available to the City at their respective offices, at all reasonable times and as often as City may deem necessary during the Agreement period, including any extension or renewal hereof, and the record retention period established herein, for purposes of audit, inspection, examination, and making excerpts or copies of same by City and any of its authorized representatives.
- 6.2 Contractor shall retain any and all documents produced as a result of services provided hereunder

for a period of four (4) years (hereafter referred to as "retention period") from the date of termination of the Agreement. If, at the end of the retention period, there is litigation or other questions arising from, involving or concerning this documentation or the services provided hereunder, Contractor shall retain the records until the resolution of such litigation or other such questions. Contractor acknowledges and agrees that City shall have access to any and all such documents at any and all times, as deemed necessary by City, during said retention period. City may, at its election, require Contractor to return the documents to City at Contractor's expense prior to or at the conclusion of the retention period. In such event, Contractor may retain a copy of the documents at its sole cost and expense.

- 6.3 Contractor shall notify City, immediately, in the event Contractor receives any requests for information from a third party, which pertain to the documentation and records referenced herein. Contractor understands and agrees that City will process and handle all such requests.
- 6.4 No reports, information, project evaluation, project designs, data or any other documentation developed by, given to, prepared by, or assembled by the Contractor under this Agreement shall be disclosed or made available to any individual or organization by the Contractor without the express prior written approval of the City.
- 6.5 The Contractor shall comply with laws, regulations, and rules pertaining to confidentiality and establish a method to secure the confidentiality of records and information that the Contractor may have access to and maintain the confidentiality of said records and information, in accordance with the applicable federal, state, and local laws and regulations. This provision shall not be construed as limiting the City's or its authorized representatives' right of access to records or other information under this contract.

## VII. TERMINATION

- 7.1 For purposes of this Agreement, "termination" of this Agreement shall mean termination by expiration of the Agreement term as stated in Article II. Term, or earlier termination pursuant to any of the provisions hereof.
- 7.2 Termination Without Cause. This Agreement may be terminated by City without cause upon 15 calendar days' written notice, which notice shall be provided in accordance with Article VIII. Notice.
- 7.3 Termination For Cause. Upon written notice, which notice shall be provided in accordance with Article VIII. Notice, City may terminate this Agreement as of the date provided in the notice, in whole or in part, upon the occurrence of one (1) or more of the following events, each of which shall constitute an Event for Cause under this Agreement:
  - 7.3.1 The sale, transfer, pledge, conveyance or assignment of this Agreement without prior approval, as provided in Article XII. Assignment and Subcontracting; or
  - 7.3.2 Any material breach of the terms of this Agreement, as determined solely by City.
- 7.4 Defaults With Opportunity for Cure. Should Contractor default in the performance of this Agreement in a manner stated in this section 7.4 below, same shall be considered an event of default. City shall deliver written notice of said default specifying such matter(s) in default. Contractor shall have 15 calendar days after receipt of the written notice, in accordance with Article VIII. Notice, to cure such default. If Contractor fails to cure the default within such 15 day cure period, City shall have the right, without further notice, to terminate this Agreement in whole or in

part as City deems appropriate, and to contract with another contractor to complete the work required in this Agreement. City shall also have the right to offset the cost of said new Agreement with a new contractor against Contractor's future or unpaid invoice(s), subject to the duty on the part of City to mitigate its losses to the extent required by law.

- 7.4.1 Failure to comply with the terms and conditions stated in Article XIV. SBEDA;
  - 7.4.2 Bankruptcy or selling substantially all of company's assets;
  - 7.4.3 Failing to perform or failing to comply with any covenant herein required; or
  - 7.4.4 Performing unsatisfactorily as determined by City.
- 7.5 Termination By Law. If any state or federal law or regulation is enacted or promulgated which prohibits the performance of any of the duties herein, or, if any law is interpreted to prohibit such performance, this Agreement shall automatically terminate as of the effective date of such prohibition.
- 7.6 Regardless of how this Agreement is terminated, Contractor shall effect an orderly transfer to City or to such person(s) or firm(s) as the City may designate, at no additional cost to City, all completed or partially completed documents, papers, records, charts, reports, and any other materials or information produced as a result of or pertaining to the services rendered by Contractor, or provided to Contractor, hereunder, regardless of storage medium, if so requested by City, or shall otherwise be retained by Contractor in accordance with Article VI. Records Retention. Any record transfer shall be completed within thirty (30) calendar days of a written request by City and shall be completed at Contractor's sole cost and expense. Payment of compensation due or to become due to Contractor is conditioned upon delivery of all such documents, if requested by City.
- 7.7 Within forty-five (45) calendar days of the effective date of completion, or termination or expiration of this Agreement, Contractor shall submit to City its claims, in detail, for the monies owed by City for services performed under this Agreement through the effective date of termination. Failure by Contractor to submit its claims within said forty-five (45) calendar days shall negate any liability on the part of City and constitute a **Waiver** by Contractor of any and all right or claims to collect moneys that Contractor may rightfully be otherwise entitled to for services performed pursuant to this Agreement.
- 7.8 Upon the effective date of expiration or termination of this Agreement, Contractor shall cease all operations of work being performed by Contractor or any of its subcontractors pursuant to this Agreement.
- 7.9 Termination not sole remedy. In no event shall City's action of terminating this Agreement, whether for cause or otherwise, be deemed an election of City's remedies, nor shall such termination limit, in any way, at law or at equity, City's right to seek damages from or otherwise pursue Contractor for any default hereunder or other action.

### VIII. NOTICE

Except where the terms of this Agreement expressly provide otherwise, any election, notice or communication required or permitted to be given under this Agreement shall be in writing and deemed to have been duly given if and when delivered personally (with receipt acknowledged), or three (3) days after depositing same in the U.S. mail, first class, with proper postage prepaid, or upon receipt if sending the same by certified mail, return receipt requested, or upon receipt when sent by a commercial courier service (such as Federal Express or DHL Worldwide Express) for expedited delivery to be confirmed in writing by such courier, at the addresses set forth below or to such other address as either party may from time to time designate in writing.

If intended for City, to:

If intended for Contractor, to:

City of San Antonio  
 Attn: Director, San Antonio Metropolitan Health  
 District  
 Claude A. Jacob  
 100 W Houston, 14<sup>th</sup> Floor  
 San Antonio, TX 78205

Guardian House  
 Attn: Shannon White  
 Director of Counseling and Education  
 1818 San Pedro  
 San Antonio, TX 78212

**IX. NON-DISCRIMINATION**

Non-Discrimination. As a party to this contract, Contractor understands and agrees to comply with the Non-Discrimination Policy of the City of San Antonio contained in Chapter 2, Article X. of the City Code and further, shall not discriminate on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, veteran status, age or disability, unless exempted by state or federal law, or as otherwise established herein.

**X. INSURANCE**

No later than 30 days before the scheduled event, Contractor must provide a completed Certificate(s) of Insurance to CITY’s San Antonio Metropolitan Health District. The certificate must be:

- clearly labeled with the legal name of the event in the Description of Operations block;
- completed by an agent and signed by a person authorized by the insurer to bind coverage on its behalf (CITY will not accept Memorandum of Insurance or Binders as proof of insurance);
- properly endorsed and have the agent’s signature, and phone number.

Certificates may be mailed or sent via email, directly from the insurer’s authorized representative. CITY shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by CITY’s San Antonio Metropolitan Health District. No officer or employee, other than CITY’S Risk Manager, shall have authority to waive this requirement.

If the City does not receive copies of insurance endorsement, then by executing this Agreement, Contractor certifies and represents that its endorsements do not materially alter or diminish the insurance coverage for the Event.

The City’s Risk Manager reserves the right to modify the insurance coverages, their limits, and deductibles prior to the scheduled event or during the effective period of this Agreement based on changes in statutory law, court decisions, and changes in the insurance market which presents an increased risk exposure.

Contractor shall obtain and maintain in full force and effect for the duration of this Agreement, at Contractor’s sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and with an A.M. Best’s rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below. If the Contractor claims to be self-insured, they must provide a copy of their declaration page so the CITY can review their deductibles:

<b>INSURANCE TYPE</b>	<b>LIMITS</b>
*1. Workers' Compensation	Statutory
*2. Employers' Liability	\$500,000/\$500,000/\$500,000

<p>3. Commercial General Liability Insurance to include coverage for the following:</p> <ul style="list-style-type: none"> <li>a. Premises/Operations</li> <li>b. Products/Completed Operations</li> <li>c. Personal/Advertising Injury</li> <li>d. Contractual Liability</li> <li>*e. Sexual Abuse/Molestation</li> <li>*f. Independent Contractors</li> </ul>	<p>For Bodily Injury and Property Damage \$500,000 per occurrence; \$1,000,000 general aggregate</p>
<p>*4. Business Automobile Liability</p> <ul style="list-style-type: none"> <li>a. Owned/leased vehicles</li> <li>b. Non-owned vehicles</li> <li>c. Hired Vehicles</li> </ul>	<p>Combined Single Limit for Bodily Injury and Property Damage of \$250,000 per occurrence.</p>
<p>5. Professional Liability</p>	<p>\$500,000 per claim damages by reason of any act, malpractice, error, or omission in the professional service.</p>
<p>*If Applicable</p>	

Contractor must require, by written contract, that all subcontractors providing goods or services under this Agreement obtain the same insurance coverages required of Contractor and provide a certificate of insurance and endorsement that names Contractor and CITY as additional insureds. Contractor shall provide CITY with subcontractor certificates and endorsements the subcontractor starts work.

If a loss results in litigation, then the CITY is entitled, upon request and without expense to the City, to receive copies of the policies, declaration page and all endorsements. Contractor must comply with such requests within ten (10) days by submitting the requested insurance documents to the CITY at the following address:

City of San Antonio  
 ATTN: San Antonio Metropolitan Health District  
 P.O. Box 839966  
 San Antonio, TX 78283-3966

Contractor's insurance policies must contain or be endorsed to contain the following provisions:

- Name CITY and its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with CITY. The endorsement requirement is not applicable for workers' compensation and professional liability policies.
- Endorsement that the "other insurance" clause shall not apply to CITY where CITY is an additional insured shown on the policy. CITY's insurance is not applicable in the event of a claim.
- Contractor shall submit a waiver of subrogation to include, workers' compensation, employers' liability, general liability and auto liability policies in favor of CITY; and
- Provide 30 days advance written notice directly to CITY of any suspension, cancellation, non-renewal or materials change in coverage, and not less than ten (10) calendar days advance written notice for nonpayment of premium.

Within five (5) calendar days of a suspension, cancellation, material change in coverage, or non-renewal of coverage, Contractor shall provide a replacement Certificate of Insurance and applicable endorsements to CITY. CITY shall have the option to suspend Contractor's performance should there be a lapse in coverage at any time during this Agreement. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

In addition to any other remedies CITY may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time required, CITY may order Contractor to stop work and/or withhold any payment(s) which become due to Contractor under this Agreement until Contractor demonstrates compliance with requirements.

Nothing contained in this Agreement shall be construed as limiting the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractors' performance of the work covered under this Agreement.

Contractor's insurance shall be deemed primary and non-contributory with respect to any insurance or self - insurance carried by City for liability arising out of operations under this Agreement.

The insurance required is in addition to and separate from any other obligation contained in this Agreement and no claim or action by or on behalf of City shall be limited to insurance coverage provided.

Contractor and any subcontractor are responsible for all damage to their own equipment and/or property result from their own negligence.

## XI. INDEMNIFICATION

- 11.1 **CONTRACTOR covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to CONTRACTOR'S activities under this Agreement, including any acts or omissions of CONTRACTOR, any agent, officer, director, representative, employee, consultant or subcontractor of CONTRACTOR, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT CONTRACTOR AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. In addition, CONTRACTOR agrees to indemnify, defend, and hold the City harmless from any claim involving patent infringement, trademarks, trade secrets, and copyrights on goods or services supplied.**
- 11.2 The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. CONTRACTOR shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or CONTRACTOR known to CONTRACTOR related to or arising out of CONTRACTOR's activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at CONTRACTOR's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving CONTRACTOR of any of its obligations under this paragraph.

- 11.3 Defense Counsel - City shall have the right to select or to approve defense counsel to be retained by CONTRACTOR in fulfilling its obligation hereunder to defend and indemnify City, unless such right is expressly waived by City in writing. CONTRACTOR shall retain City approved defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this Agreement. If CONTRACTOR fails to retain Counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and CONTRACTOR shall be liable for all costs incurred by City. City shall also have the right, at its option, to be represented by advisory counsel of its own selection and at its own expense, without waiving the foregoing.
- 11.4 Employee Litigation – In any and all claims against any party indemnified hereunder by any employee of CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation herein provided shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for CONTRACTOR or any subcontractor under worker's compensation or other employee benefit acts.

## **XII. ASSIGNMENT AND SUBCONTRACTING**

- 12.1 Contractor shall supply qualified personnel as may be necessary to complete the work to be performed under this Agreement. Persons retained to perform work pursuant to this Agreement shall be the employees or subcontractors of Contractor. Contractor, its employees or its subcontractors shall perform all necessary work.
- 12.2 It is City's understanding and this Agreement is made in reliance thereon, that Contractor intends to use the following subcontractors in the performance of this Agreement: None. Any deviation from this subcontractor list, whether in the form of deletions, additions or substitutions shall be approved by the Director, prior to the provision of any services by said subcontractor.
- 12.3 Any work or services approved for subcontracting hereunder shall be subcontracted only by written contract and, unless specific waiver is granted in writing by the City, shall be subject by its terms to each and every provision of this Agreement. Compliance by subcontractors with this Agreement shall be the responsibility of Contractor. City shall in no event be obligated to any third party, including any subcontractor of Contractor, for performance of services or payment of fees. Any references in this Agreement to an assignee, transferee, or subcontractor, indicate only such an entity as has been approved by the Director.
- 12.4 Except as otherwise stated herein, Contractor may not sell, assign, pledge, transfer or convey any interest in this Agreement, nor delegate the performance of any duties hereunder, by transfer, by subcontracting or any other means, without the consent of the Director. As a condition of such consent, if such consent is granted, Contractor shall remain liable for completion of the services outlined in this Agreement in the event of default by the successor Contractor, assignee, transferee or subcontractor.
- 12.5 Any attempt to transfer, pledge or otherwise assign this Agreement without said written approval, shall be void ab initio and shall confer no rights upon any third person. Should Contractor assign, transfer, convey, delegate, or otherwise dispose of any part of all or any part of its right, title or interest in this Agreement, City may, at its option, cancel this Agreement and all rights, titles and interest of Contractor shall thereupon cease and terminate, in accordance with Article VII. Termination, notwithstanding any other remedy available to City under this Agreement. The violation of this provision by Contractor shall in no event release Contractor from any obligation under the terms of this Agreement, nor shall it relieve or release Contractor from the payment of any damages to City, which City sustains as a result of such violation.

### **XIII. INDEPENDENT CONTRACTOR**

Contractor covenants and agrees that it is an independent contractor and not an officer, agent, servant or employee of City; that Contractor shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants; that the doctrine of “respondeat superior” shall not apply as between City and Contractor, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating the relationship of employer-employee, principal-agent, partners or joint venturers between City and Contractor. The parties hereto understand and agree that the City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the Contractor under this Agreement and that the Contractor has no authority to bind the City.

### **XIV. [Reserved]**

### **XV. CONFLICT OF INTEREST**

15.1 The Charter of the City of San Antonio and the City of San Antonio Code of Ethics prohibit a City officer or employee, as those terms are defined in Section 2-52 of the Code of Ethics, from having a direct or indirect financial interest in any contract with the City. An officer or employee has a “prohibited financial interest” in a contract with the City or in the sale to the City of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale:

- a City officer or employee; his or her spouse, sibling, parent, child or other family member within the first degree of consanguinity or affinity;
- an entity in which the officer or employee, or his or her parent, child or spouse directly or indirectly owns (i) 10 percent or more of the voting stock or shares of the entity, or (ii) 10 percent or more of the fair market value of the entity; or
- an entity in which any individual or entity listed above is (i) a subcontractor on a City contract, (ii) a partner or (iii) a parent or subsidiary entity.

15.2 Pursuant to the subsection above, Contractor warrants and certifies, and this Agreement is made in reliance thereon, that by contracting with the City, Contractor does not cause a City employee or officer to have a prohibited financial interest in the Contract. Contractor further warrants and certifies that it has tendered to the City a Contracts Disclosure Statement in compliance with the City’s Ethics Code.

### **XVI. AMENDMENTS**

Except where the terms of this Agreement expressly provide otherwise, any alterations, additions or deletions to the terms hereof, shall be effected by amendment, in writing, executed by both City and Contractor. The Director may execute contract amendments on behalf of the City without further action by the San Antonio City Council, in the following circumstances: (A) an increase in contract funding in an amount not exceeding (a) twenty-five percent (25%) of the total amount of this contract or (b) \$25,000.00 , whichever is the lesser amount: provided, however, that the cumulative total of all amendments increasing funding and executed without City Council approval pursuant to this subsection during the term of this contract shall not exceed the foregoing amount; (B) no cost extensions up to two years; (C) budget adjustments authorized by the funding agency so long as the total dollar amount of the budget remains

unchanged; (D) modifications to the Scope of Work due to the adjustment described in subsection (A) of this Section or for any other reason, so long as the terms of the amendment are reasonably within the parameters set forth in the original Scope of Work; and (E) changes in state or federal regulations mandated by the funding agency.

#### **XVII. SEVERABILITY**

If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Charter, City Code, or ordinances of the City of San Antonio, Texas, then and in that event it is the intention of the parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Agreement shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein; it is also the intention of the parties hereto that in lieu of each clause or provision of this Agreement that is invalid, illegal, or unenforceable, there be added as a part of the Agreement a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

#### **XVIII. LICENSES/CERTIFICATIONS**

Contractor warrants and certifies that Contractor and any other person designated to provide services hereunder has the requisite training, license and/or certification to provide said services, and meets all competence standards promulgated by all other authoritative bodies, as applicable to the services provided herein.

#### **XIX. COMPLIANCE**

Contractor shall provide and perform all services required under this Agreement in compliance with all applicable federal, state and local laws, rules and regulations.

#### **XX. NONWAIVER OF PERFORMANCE**

Unless otherwise specifically provided for in this Agreement, a waiver by either Party of a breach of any of the terms, conditions, covenants or guarantees of this Agreement shall not be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of either Party to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option. In fact, no waiver, change, modification or discharge by either party hereto of any provision of this Agreement shall be deemed to have been made or shall be effective unless expressed in writing and signed by the party to be charged. In case of City, such changes must be approved by the City Council, as described in Article XVI. Amendments. No act or omission by a Party shall in any manner impair or prejudice any right, power, privilege, or remedy available to that Party hereunder or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved hereby.

#### **XXI. LAW APPLICABLE & LEGAL FEES**

**21.1 THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN BEXAR COUNTY, TEXAS.**

21.2 Any legal action or proceeding brought or maintained, directly or indirectly, as a result of this Agreement shall be heard and determined in the City of San Antonio, Bexar County, Texas.

21.3 The Parties hereto expressly agree that, in the event of litigation, each party hereby waives its right

to payment of attorneys' fees.

## **XXII. LEGAL AUTHORITY**

The signer of this Agreement for Contractor represents, warrants, assures and guarantees that he has full legal authority to execute this Agreement on behalf of Contractor and to bind Contractor to all of the terms, conditions, provisions and obligations herein contained.

## **XXIII. PARTIES BOUND**

This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, and successors and assigns, except as otherwise expressly provided for herein.

## **XXIV. CAPTIONS**

The captions contained in this Agreement are for convenience of reference only, and in no way limit or enlarge the terms and/or conditions of this Agreement.

## **XXV. INCORPORATION OF ATTACHMENTS**

Each of the attachments listed below is an essential part of the Agreement, which governs the rights and duties of the parties, and shall be interpreted in the order of priority as appears below, with this document taking priority over all attachments:

Attachment I – Triple P - Positive Parenting Program Level 4 Group Pre- and Post-Assessment Surveys

Attachment II – Triple P – Positive Parenting Program Level 5 Pathways Pre- and Post-Assessment Surveys

Attachment III – Triple P – Positive Parenting Program Level 5 Family Transition Pre- and Post-Assessment Surveys

## **XXVI. PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL**

Texas Government Code §2270.002 provides that a governmental entity may not enter into a contract with a company for goods or services, unless the contract contains a written verification from the company that it:

- (1) does not boycott Israel; and
- (2) will not boycott Israel during the term of the contract.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

By submitting an offer to or executing contract documents with the City of San Antonio, Company hereby verifies that it does not boycott Israel, and will not boycott Israel during the term of the contract. City's hereby relies on Company's verification. If found to be false, City may terminate the contract for material breach.

## **XXVII. PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING CERTAIN ENERGY COMPANIES**

This section only applies to a contract that:

- (1) is between a governmental entity and a company with 10 or more full-time employees; and
- (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit. This term does not include a sole proprietorship.

"Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described in (A).

Texas Government Code §2274 provides that a governmental entity may not enter into a contract with a company for goods or services, unless the contract contains a written verification from the company that it: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract.

By submitting an offer to or executing contract documents with the City of San Antonio, Company hereby verifies that it does not boycott energy companies and will not boycott energy companies during the term of the contract. City hereby relies on Company's verification. If found to be false, City may terminate the contract for material breach.

## **XXVIII. PROHIBITION ON CONTRACTS WITH COMPANIES THAT DISCRIMINATE AGAINST FIREARM AND AMMUNITION INDUSTRIES**

This section only applies to a contract that:

- (1) is between a governmental entity and a company with 10 or more full-time employees; and
- (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit. This term does not include a sole proprietorship.

"Discriminate against a firearm entity or firearm trade association": (A) means, with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association.

Texas Government Code §2274 provides that a governmental entity may not enter into a contract with a company for goods or services, unless the contract contains a written verification from the company that it: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or

firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

By submitting an offer to or executing contract documents with the City of San Antonio, Company hereby verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association. City hereby relies on Company's verification. If found to be false, City may terminate the contract for material breach.

**XXIX. PROHIBITION ON CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION**

Texas Government Code §2252.152 provides that a governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Texas Government Code §§2270.0201 or 2252.153. Contractor hereby certifies that it is not identified on such a list and that it will notify City should it be placed on such a list while under contract with City. City hereby relies on Contractor's certification. If found to be false, or if Contractor is identified on such list during the course of its contract with City, City may terminate this Agreement for material breach.

**XXX. ENTIRE AGREEMENT**

This Agreement, together with its authorizing ordinance and its exhibits, if any, constitute the final and entire agreement between the parties hereto and contain all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the parties hereto, unless same be in writing, dated subsequent to the date hereto, and duly executed by the parties, in accordance with Article XVI. Amendments.

**EXECUTED** and **AGREED** to as of the dates indicated below.

**CITY OF SAN ANTONIO**

**GUARDIAN HOUSE**

\_\_\_\_\_  
Claude A. Jacob, DrPH, MPH  
Health Director,  
San Antonio Metropolitan Health District

Shannon White  
\_\_\_\_\_  
Shannon White  
Chief Executive Officer and Chief  
Clinical Director

Date: \_\_\_\_\_

Date: 7/29/2024

Approved as to Form:

\_\_\_\_\_  
City Attorney

# Triple P – Positive Parenting Program®



## DASS-21

Please read each statement and circle a number 0, 1, 2 or 3 which indicates how much the statement applied to you *over the past week*. There are no right or wrong answers. Do not spend too much time on any statement.

*The rating scale is as follows:*

- 0 Did not apply to me at all
- 1 Applied to me to some degree, or some of the time
- 2 Applied to me a considerable degree, or a good part of the time
- 3 Applied to me very much, or most of the time

1. I found it hard to wind down.	0	1	2	3
2. I was aware of dryness of my mouth.	0	1	2	3
3. I couldn't seem to experience any positive feeling at all.	0	1	2	3
4. I experienced breathing difficulty (e.g. excessively rapid breathing, breathlessness) in the absence of physical exertion.	0	1	2	3
5. I found it difficult to work up the initiative to do things.	0	1	2	3
6. I tended to over-react to situations.	0	1	2	3
7. I experienced trembling (e.g. in the hands).	0	1	2	3
8. I felt that I was using a lot of nervous energy.	0	1	2	3
9. I was worried about situations in which I might panic and make a fool of myself.	0	1	2	3
10. I felt that I had nothing to look forward to.	0	1	2	3
11. I found myself getting agitated.	0	1	2	3
12. I found it difficult to relax.	0	1	2	3
13. I felt down-hearted and blue.	0	1	2	3
14. I was intolerant of anything that kept me from getting on with what I was doing.	0	1	2	3
15. I felt I was close to panic.	0	1	2	3
16. I felt unable to become enthusiastic about anything.	0	1	2	3
17. I felt I wasn't worth much as a person.	0	1	2	3
18. I felt that I was rather touchy.	0	1	2	3
19. I was aware of the action of my heart in the absence of physical exertion (e.g. sense of heart rate increase, heart missing a beat).	0	1	2	3
20. I felt scared without any good reason.	0	1	2	3
21. I felt that life was meaningless.	0	1	2	3

Note. From *Manual for the Depression Anxiety Stress Scales (2nd Ed.)*, by S.H. Lovibond and P.F. Lovibond, 1995, Sydney, NSW: Psychology Foundation of Australia. Copyright 1995 by the Psychology Foundation of Australia Inc. Reprinted with permission.



## Client Satisfaction Questionnaire

This questionnaire will help us to evaluate and continually improve the program we offer. We are interested in your *honest opinions* about the services you have received, whether they are positive or negative. Please answer all the questions.

**Please circle the response that best describes how you honestly feel.**

1. How would you rate the quality of the service you and your child received?

7	6	5	4	3	2	1
Excellent		Good		Fair		Poor

2. Did you receive the type of help you wanted from the program?

1	2	3	4	5	6	7
No, definitely not		No, not really		Yes, generally		Yes, definitely

3. To what extent has the program met *your child's* needs?

7	6	5	4	3	2	1
Almost all needs have been met		Most needs have been met		Only a few needs have been met		No needs have been met

4. To what extent has the program met *your* needs?

7	6	5	4	3	2	1
Almost all needs have been met		Most needs have been met		Only a few needs have been met		No needs have been met

5. How satisfied were you with the *amount* of help you and your child received?

1	2	3	4	5	6	7
Quite dissatisfied		Dissatisfied		Satisfied		Very satisfied

6. Has the program helped you to deal more effectively with your child's behaviour?

7	6	5	4	3	2	1
Yes, it has helped a great deal		Yes, it has helped somewhat		No, it hasn't helped much		No, it made things worse

7. Has the program helped you to deal more effectively with problems that arise in your family?

7	6	5	4	3	2	1
Yes, it has helped a great deal		Yes, it has helped somewhat		No, it hasn't helped much		No, it made things worse

8. Do you think your relationship with your partner has been improved by the program?

1	2	3	4	5	6	7
No, definitely not		No, not really		Yes, generally		Yes, definitely

9. In an overall sense, how satisfied are you with the program you and your child received?

7	6	5	4	3	2	1
Very satisfied		Satisfied		Dissatisfied		Very dissatisfied



10. If you were to seek help again, would you come back to Triple P?

1 2 3 4 5 6 7  
No, definitely not No, I don't think so Yes, I think so Yes, definitely

11. Has the program helped you to develop skills that can be applied to other family members?

1 2 3 4 5 6 7  
No, definitely not No, I don't think so Yes, I think so Yes, definitely

12. In your opinion, how is your child's behaviour at this point?

1 2 3 4 5 6 7  
Considerably Worse Slightly The same Slightly Improved Greatly  
worse worse improved improved

13. How would you describe your feelings at this point about your child's progress?

7 6 5 4 3 2 1  
Very Satisfied Slightly Neutral Slightly Dissatisfied Very  
satisfied satisfied satisfied dissatisfied dissatisfied

14. Since the beginning of this program, have you sought further assistance for your child's behaviour or for your family from any other source? If so, please describe.

.....  
.....  
.....  
.....

15. Have you had any other problems with your child which you feel may be related to the original difficulty?

.....  
.....  
.....

16. Do you have any other comments about this program?

.....  
.....  
.....

Thank you



## Parenting Scale

At one time or another, all children misbehave or do things that could be harmful, that are ‘wrong’, or that parents don’t like. Examples include hitting someone, whining, throwing food, forgetting homework, not picking up toys, lying, having a tantrum, refusing to go to bed, wanting a cookie before dinner, running into the street, arguing back, coming home late.

Parents have many different ways or styles of dealing with these types of problems. Below are items that describe some styles of parenting. For each item, circle the number that best describes your style of parenting during the past 2 months with your child.

### Sample item

At meal time...

I let my child decide how much to eat.	1	<u>2</u>	3	4	5	6	7	I decide how much my child eats.
--	---	----------	---	---	---	---	---	----------------------------------

1. When my child misbehaves...

I do something right away.	1	2	3	4	5	6	7	I do something about it later.
----------------------------	---	---	---	---	---	---	---	--------------------------------

2. Before I do something about a problem...

I give my child several reminders or warnings.	1	2	3	4	5	6	7	I use only one reminder or warning.
--	---	---	---	---	---	---	---	-------------------------------------

3. When I’m upset or under stress...

I am picky and on my child’s back.	1	2	3	4	5	6	7	I am no more picky than usual.
------------------------------------	---	---	---	---	---	---	---	--------------------------------

4. When I tell my child not to do something...

I say very little.	1	2	3	4	5	6	7	I say a lot.
--------------------	---	---	---	---	---	---	---	--------------

5. When my child pesters me...

I can ignore the pestering.	1	2	3	4	5	6	7	I can’t ignore the pestering.
-----------------------------	---	---	---	---	---	---	---	-------------------------------

6. When my child misbehaves...

I usually get into a long argument with my child.	1	2	3	4	5	6	7	I don’t get into an argument.
---	---	---	---	---	---	---	---	-------------------------------

7. I threaten to do things that...

I am sure I can carry out.	1	2	3	4	5	6	7	I know I won’t actually do.
----------------------------	---	---	---	---	---	---	---	-----------------------------

8. I am the kind of parent that...

Sets limits on what my child is allowed to do.	1	2	3	4	5	6	7	Lets my child do whatever he or she wants.
--	---	---	---	---	---	---	---	--



9. When my child misbehaves...
- |                                 |   |   |   |   |   |   |   |   |
|---------------------------------|---|---|---|---|---|---|---|---|
| I give my child a long lecture. | 1 | 2 | 3 | 4 | 5 | 6 | 7 | I keep my talks short and to the point. |
|---------------------------------|---|---|---|---|---|---|---|---|
10. When my child misbehaves...
- |                           |   |   |   |   |   |   |   |                             |
|---------------------------|---|---|---|---|---|---|---|-----------------------------|
| I raise my voice or yell. | 1 | 2 | 3 | 4 | 5 | 6 | 7 | I speak to my child calmly. |
|---------------------------|---|---|---|---|---|---|---|-----------------------------|
11. If saying no doesn't work right away...
- |                                   |   |   |   |   |   |   |   |   |
|-----------------------------------|---|---|---|---|---|---|---|---|
| I take some other kind of action. | 1 | 2 | 3 | 4 | 5 | 6 | 7 | I keep talking and trying to get through to my child. |
|-----------------------------------|---|---|---|---|---|---|---|---|
12. When I want my child to stop doing something...
- |                                 |   |   |   |   |   |   |   |                                 |
|---------------------------------|---|---|---|---|---|---|---|---------------------------------|
| I firmly tell my child to stop. | 1 | 2 | 3 | 4 | 5 | 6 | 7 | I coax or beg my child to stop. |
|---------------------------------|---|---|---|---|---|---|---|---------------------------------|
13. When my child is out of my sight...
- |  |   |   |   |   |   |   |   |  |
|--|---|---|---|---|---|---|---|--|
| I often don't know what my child is doing. | 1 | 2 | 3 | 4 | 5 | 6 | 7 | I always have a good idea of what my child is doing. |
|--|---|---|---|---|---|---|---|--|
14. After there's been a problem with my child...
- |                        |   |   |   |   |   |   |   |                                    |
|------------------------|---|---|---|---|---|---|---|------------------------------------|
| I often hold a grudge. | 1 | 2 | 3 | 4 | 5 | 6 | 7 | Things get back to normal quickly. |
|------------------------|---|---|---|---|---|---|---|------------------------------------|
15. When we're not at home...
- |   |   |   |   |   |   |   |   |  |
|---|---|---|---|---|---|---|---|--|
| I handle my child the way I do at home. | 1 | 2 | 3 | 4 | 5 | 6 | 7 | I let my child get away with a lot more. |
|---|---|---|---|---|---|---|---|--|
16. When my child does something I don't like...
- |  |   |   |   |   |   |   |   |                    |
|--|---|---|---|---|---|---|---|--------------------|
| I do something about it every time it happens. | 1 | 2 | 3 | 4 | 5 | 6 | 7 | I often let it go. |
|--|---|---|---|---|---|---|---|--------------------|
17. When there's a problem with my child...
- |   |   |   |   |   |   |   |   |                               |
|---|---|---|---|---|---|---|---|-------------------------------|
| Things build up and I do things I don't mean to do. | 1 | 2 | 3 | 4 | 5 | 6 | 7 | Things don't get out of hand. |
|---|---|---|---|---|---|---|---|-------------------------------|
18. When my child misbehaves, I spank, slap, grab, or hit my child...
- |                  |   |   |   |   |   |   |   |                   |
|------------------|---|---|---|---|---|---|---|-------------------|
| Never or rarely. | 1 | 2 | 3 | 4 | 5 | 6 | 7 | Most of the time. |
|------------------|---|---|---|---|---|---|---|-------------------|
19. When my child doesn't do what I ask...
- |  |   |   |   |   |   |   |   |                           |
|--|---|---|---|---|---|---|---|---------------------------|
| I often let it go or end up doing it myself. | 1 | 2 | 3 | 4 | 5 | 6 | 7 | I take some other action. |
|--|---|---|---|---|---|---|---|---------------------------|
20. When I give a fair threat or warning...
- |                             |   |   |   |   |   |   |   |                          |
|-----------------------------|---|---|---|---|---|---|---|--------------------------|
| I often don't carry it out. | 1 | 2 | 3 | 4 | 5 | 6 | 7 | I always do what I said. |
|-----------------------------|---|---|---|---|---|---|---|--------------------------|



21. If saying *No* doesn't work...
- |                                   |   |   |   |   |   |   |   |  |
|-----------------------------------|---|---|---|---|---|---|---|--|
| I take some other kind of action. | 1 | 2 | 3 | 4 | 5 | 6 | 7 | I offer my child something nice so he/she will behave. |
|-----------------------------------|---|---|---|---|---|---|---|--|
22. When my child misbehaves...
- |                                    |   |   |   |   |   |   |   |   |
|------------------------------------|---|---|---|---|---|---|---|---|
| I handle it without getting upset. | 1 | 2 | 3 | 4 | 5 | 6 | 7 | I get so frustrated or angry that my child can see I'm upset. |
|------------------------------------|---|---|---|---|---|---|---|---|
23. When my child misbehaves...
- |  |   |   |   |   |   |   |   |  |
|--|---|---|---|---|---|---|---|--|
| I make my child tell me why he/she did it. | 1 | 2 | 3 | 4 | 5 | 6 | 7 | I say <i>No</i> or take some other action. |
|--|---|---|---|---|---|---|---|--|
24. If my child misbehaves and then acts sorry...
- |  |   |   |   |   |   |   |   |                        |
|--|---|---|---|---|---|---|---|------------------------|
| I handle the problem like I usually would. | 1 | 2 | 3 | 4 | 5 | 6 | 7 | I let it go that time. |
|--|---|---|---|---|---|---|---|------------------------|
25. When my child misbehaves...
- |                                     |   |   |   |   |   |   |   |                                   |
|-------------------------------------|---|---|---|---|---|---|---|-----------------------------------|
| I rarely use bad language or curse. | 1 | 2 | 3 | 4 | 5 | 6 | 7 | I almost always use bad language. |
|-------------------------------------|---|---|---|---|---|---|---|-----------------------------------|
26. When I say my child can't do something...
- |                              |   |   |   |   |   |   |   |                         |
|------------------------------|---|---|---|---|---|---|---|-------------------------|
| I let my child do it anyway. | 1 | 2 | 3 | 4 | 5 | 6 | 7 | I stick to what I said. |
|------------------------------|---|---|---|---|---|---|---|-------------------------|
27. When I have to handle a problem...
- |                                      |   |   |   |   |   |   |   |                        |
|--------------------------------------|---|---|---|---|---|---|---|------------------------|
| I tell my child I am sorry about it. | 1 | 2 | 3 | 4 | 5 | 6 | 7 | I don't say I'm sorry. |
|--------------------------------------|---|---|---|---|---|---|---|------------------------|
28. When my child does something I don't like, I insult my child, say mean things, or call my child names...
- |                  |   |   |   |   |   |   |   |                   |
|------------------|---|---|---|---|---|---|---|-------------------|
| Never or rarely. | 1 | 2 | 3 | 4 | 5 | 6 | 7 | Most of the time. |
|------------------|---|---|---|---|---|---|---|-------------------|
29. If my child talks back or complains when I handle a problem...
- |  |   |   |   |   |   |   |   |   |
|--|---|---|---|---|---|---|---|---|
| I ignore the complaining and stick to what I said. | 1 | 2 | 3 | 4 | 5 | 6 | 7 | I give my child a talk about not complaining. |
|--|---|---|---|---|---|---|---|---|
30. If my child gets upset when I say *No*...
- |                                      |   |   |   |   |   |   |   |                         |
|--------------------------------------|---|---|---|---|---|---|---|-------------------------|
| I back down and give in to my child. | 1 | 2 | 3 | 4 | 5 | 6 | 7 | I stick to what I said. |
|--------------------------------------|---|---|---|---|---|---|---|-------------------------|

Note: From "The Parenting Scale: A measure of dysfunctional parenting in discipline situations," by D. S. Arnold, S. G. O'Leary, L. S. Wolff, & M. M. Acker, 1993, *Psychological Assessment*, 5, pp. 137-144. Copyright 1993 by the American Psychological Association, Inc. Adapted with permission.



## Parenting Tasks Checklist

Using the scale provided, write down the number next to each item that best describes how confident you are that you can successfully deal with your child if they engage in difficult behaviour in each situation.

Rate your confidence from 0 (Certain I can't do it) to 100 (Certain I can do it).

How confident are you in successfully handling your child's difficult behaviour when:

- |  |                          |
|--|--------------------------|
| 1. Waking and getting your child out of bed.                 | <input type="checkbox"/> |
| 2. Visiting friends or relatives with your child.            | <input type="checkbox"/> |
| 3. Your child gets upset when they do not get their own way. | <input type="checkbox"/> |
| 4. Helping your child with bathing.                          | <input type="checkbox"/> |
| 5. Your child refuses to do as they have been told.          | <input type="checkbox"/> |
| 6. Going to the doctor.                                      | <input type="checkbox"/> |
| 7. Your child acts defiantly when asked to do something.     | <input type="checkbox"/> |
| 8. Getting your child ready to go out.                       | <input type="checkbox"/> |
| 9. Getting your child ready to use the toilet.               | <input type="checkbox"/> |
| 10. Your child throws a tantrum.                             | <input type="checkbox"/> |
| 11. Shopping with your child.                                | <input type="checkbox"/> |
| 12. Your child yells.  | <input type="checkbox"/> |
| 13. Your child answers back.                                 | <input type="checkbox"/> |
| 14. Travelling in the car with your child.                   | <input type="checkbox"/> |
| 15. Leaving your child at day care/kindergarten/school.      | <input type="checkbox"/> |
| 16. Your child whines or whinges.                            | <input type="checkbox"/> |
| 17. Your child interrupts.                                   | <input type="checkbox"/> |
| 18. Visitors arrive at your home.                            | <input type="checkbox"/> |
| 19. Your child refuses to eat their food.                    | <input type="checkbox"/> |
| 20. You are speaking to another adult.                       | <input type="checkbox"/> |
| 21. Your child refuses to do chores or jobs when asked.      | <input type="checkbox"/> |
| 22. You are on the telephone.                                | <input type="checkbox"/> |
| 23. Your child argues with you about rules.                  | <input type="checkbox"/> |
| 24. You are preparing meals.                                 | <input type="checkbox"/> |
| 25. Your child constantly seeks attention.                   | <input type="checkbox"/> |
| 26. Your child takes too long when dressing.                 | <input type="checkbox"/> |
| 27. You are busy with chores.                                | <input type="checkbox"/> |
| 28. Your child takes too long when eating.                   | <input type="checkbox"/> |

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## Parent’s Attributions for Child’s Behaviour Measure

This questionnaire contains six situations that involve different ways that children can behave. You are asked to imagine your child performing each behaviour in each situation. Please complete the questionnaire by reading all of the six situations, and then circling a number on each scale for all the four statements following each situation that indicates how much you strongly disagree or agree with each statement.

The rating scale is as follows:

- 1 Disagree strongly
- 2 Disagree
- 3 Disagree somewhat
- 4 Agree somewhat
- 5 Agree
- 6 Agree strongly

### Situation 1

Imagine your child is playing with his/her friend in the next room and you think you hear them fighting. You ask your child what’s going on, but there is no reply. You go into the room to check, and at that moment your child hits their friend.

- 1. My child’s behaviour is due to something about my child;  
for example, because that’s the way he/she is. 1 2 3 4 5 6
- 2. My child intended to behave this way on purpose. 1 2 3 4 5 6
- 3. The reason my child behaved this way is unlikely to change. 1 2 3 4 5 6
- 4. My child deserves to be blamed for their behaviour. 1 2 3 4 5 6

### Situation 2

Imagine shortly after you punish your child, you tell them to play quietly with their toys. Very soon after this instruction your child stands up, looks you in the eye, throws a toy at an expensive ornament and breaks it, and then runs away.

- 1. My child’s behaviour is due to something about my child;  
for example, because that’s the way he/she is. 1 2 3 4 5 6
- 2. My child intended to behave this way on purpose. 1 2 3 4 5 6
- 3. The reason my child behaved this way is unlikely to change. 1 2 3 4 5 6
- 4. My child deserves to be blamed for their behaviour. 1 2 3 4 5 6



**Situation 3**

Imagine after being told to come inside twice, your child responds angrily *No, I'm not coming, I don't have to.*

- 1. My child's behaviour is due to something about my child; for example, because that's the way he/she is. 1 2 3 4 5 6
- 2. My child intended to behave this way on purpose. 1 2 3 4 5 6
- 3. The reason my child behaved this way is unlikely to change. 1 2 3 4 5 6
- 4. My child deserves to be blamed for their behaviour. 1 2 3 4 5 6

**Situation 4**

Imagine you are in the supermarket and your child asks you for a ride on the merry-go-round. You say *No, I have not got any money for rides today.* Your child reacts by hitting you.

- 1. My child's behaviour is due to something about my child; for example, because that's the way he/she is. 1 2 3 4 5 6
- 2. My child intended to behave this way on purpose. 1 2 3 4 5 6
- 3. The reason my child behaved this way is unlikely to change. 1 2 3 4 5 6
- 4. My child deserves to be blamed for their behaviour. 1 2 3 4 5 6

**Situation 5**

Imagine your child is playing outside with a friend, you call out to your child to come inside but he/she doesn't respond.

- 1. My child's behaviour is due to something about my child; for example, because that's the way he/she is. 1 2 3 4 5 6
- 2. My child intended to behave this way on purpose. 1 2 3 4 5 6
- 3. The reason my child behaved this way is unlikely to change. 1 2 3 4 5 6
- 4. My child deserves to be blamed for their behaviour. 1 2 3 4 5 6

**Situation 6**

Imagine you leave your child and his/her friend in the next room to play for a while. After a few minutes you decide to check and see how things are going with the kids. At that moment you see your child throw a toy which breaks an expensive ornament.

- 1. My child's behaviour is due to something about my child; for example, because that's the way he/she is. 1 2 3 4 5 6
- 2. My child intended to behave this way on purpose. 1 2 3 4 5 6
- 3. The reason my child behaved this way is unlikely to change. 1 2 3 4 5 6
- 4. My child deserves to be blamed for their behaviour. 1 2 3 4 5 6



## Parental Anger Inventory (PAI)

Instructions: Please complete this form regarding your child between the ages of 2 and 10 years old. Below is a list of situations that often make parents angry. After reading the description of a situation, please rate the situation in two ways:

1. Tell whether or not the situation **is a problem** for you right now (or has been in the past month).

2. Tell **how much** the situation makes you angry.

Use the letters and numbers below to show how you feel about each situation.

### Has this situation been a problem for you in the past month?

Y = Yes

N = No

Circle 'Y' or 'N' under 'Problem?'

### How angry does this situation make you?

- 1 Not at all
- 2 A little bit
- 3 Somewhat
- 4 Quite a bit
- 5 Extremely

Circle a number for each statement under 'How much?'

For each of the following problems, please rate all of column 1 (Problem?) first, and then rate all of column 2 (How much?). It is important that you still rate how angry the situation makes you whether or not you rated it as a problem. Please ask the test administrator if you have any questions.

### Please be sure to circle a response for each item

Problem? (circle one)			How much? (circle one)				
Y	N	1. Your child gets out of bed after being put in bed.	1	2	3	4	5
Y	N	2. You ask your child to do something and s/he won't do it.	1	2	3	4	5
Y	N	3. Your child complains (for example, because s/he has to turn off the T.V. or stop doing something fun).	1	2	3	4	5
Y	N	4. Your child makes messes around the house.	1	2	3	4	5
Y	N	5. Your child wastes things around the house (like toothpaste or food).	1	2	3	4	5
Y	N	6. Your child does something that bothers you over and over again (like playing music or singing a nursery rhyme or song).	1	2	3	4	5
Y	N	7. Your child does something (like playing with something of yours or going outside) without asking permission.	1	2	3	4	5
Y	N	8. You tell your child to do something and s/he says, "I already did" when you know this is not true.	1	2	3	4	5
Y	N	9. Your child gets into something s/he is not allowed to (like make-up or tools).	1	2	3	4	5
Y	N	10. Your child does not make his/her bed in the morning.	1	2	3	4	5
Y	N	11. Your child leaves his/her things laying around the house.	1	2	3	4	5
Y	N	12. Your child does something you asked him/her not to do.	1	2	3	4	5



Problem? (circle one)			How much? (circle one)				
Y	N	13. Your child screams and yells when you say "no" after s/he asks for something in a store or at home.	1	2	3	4	5
Y	N	14. Your child screams and yells at his/her sisters and/or brothers.	1	2	3	4	5
Y	N	15. Your child makes too much noise when you are busy working or talking.	1	2	3	4	5
Y	N	16. Your child bothers you when you are busy working or talking.	1	2	3	4	5
Y	N	17. Your child gets into things s/he shouldn't when you are at someone else's house.	1	2	3	4	5
Y	N	18. Your child breaks things on purpose.	1	2	3	4	5
Y	N	19. Your child doesn't listen to you in public.	1	2	3	4	5
Y	N	20. Your child uses curse words when s/he talks to you.	1	2	3	4	5
Y	N	21. Your child spills food or a drink.	1	2	3	4	5
Y	N	22. Your child pouts/puts on a long face because s/he can't have his/her way.	1	2	3	4	5
Y	N	23. Your child say things that are not true on purpose.	1	2	3	4	5
Y	N	24. Your child refuses to go to bed.	1	2	3	4	5
Y	N	25. Your child plays too loudly.	1	2	3	4	5
Y	N	26. Your child wets the bed.	1	2	3	4	5
Y	N	27. Your child has a bowel movement in his/her pants.	1	2	3	4	5
Y	N	28. Your child takes things that don't belong to him/her.	1	2	3	4	5
Y	N	29. Your child won't answer you when you ask him/her a question.	1	2	3	4	5
Y	N	30. Your child can't sit still.	1	2	3	4	5
Y	N	31. Your child demands something immediately.	1	2	3	4	5
Y	N	32. Your child pretends not to hear when you speak.	1	2	3	4	5
Y	N	33. Your child does not share toys.	1	2	3	4	5
Y	N	34. Your child interrupts you when you are talking with someone.	1	2	3	4	5
Y	N	35. Your child constantly picks up things when you are in a store.	1	2	3	4	5
Y	N	36. Your child constantly touches things when you are in a store.	1	2	3	4	5
Y	N	37. Your child won't stay in his/her seat during car trips.	1	2	3	4	5
Y	N	38. Your child's teacher calls on the phone to tell you about a school problem.	1	2	3	4	5
Y	N	39. Your child screams, yells, and/or gets in fights during car trips.	1	2	3	4	5
Y	N	40. Your child does poorly in school.	1	2	3	4	5
Y	N	41. Your child cries (for a reason other than being physically hurt).	1	2	3	4	5
Y	N	42. Your child throws food while at the table.	1	2	3	4	5



Problem? (circle one)			How much? (circle one)				
Y	N	43. Your child repeatedly gets up and down from the dinner table before s/he is finished eating.	1	2	3	4	5
Y	N	44. Your child doesn't do his/her chores.	1	2	3	4	5
Y	N	45. Your child misbehaves after you have had a bad day.	1	2	3	4	5
Y	N	46. Your child wanders away from home without telling you.	1	2	3	4	5
Y	N	47. Your child does not come right home from school.	1	2	3	4	5
Y	N	48. Your child touches or plays with something dangerous.	1	2	3	4	5
Y	N	49. Your child runs into the street.	1	2	3	4	5
Y	N	50. Your child climbs on counters or other dangerous places around the house.	1	2	3	4	5



## Scoring key for the PAI

Scoring the PAI involves two subscales: Problem and Anger Intensity scales. The score for the Problem scale is obtained by adding up the number of items endorsed as a problem (i.e. those marked with 'Y' for yes). The highest score possible is 50 (if all items were endorsed as being a problem) and the lowest score is 0 (if all items are endorsed as not being a problem). The Anger Intensity scale score is obtained by summing all the numbers placed in the 'How much?' column. A cut off score of 148 was established to indicate clinically significant levels of child-related anger (defined by scores 2 SDs above the mean). This cut off score may be useful in evaluation and monitoring treatment with parents presenting with child behavior problems or who may be at risk for perpetrating physical abuse.

### Problem scale

(Enter total number of items mark with 'Y')

TOTAL: .....

### Anger Intensity scale

(Enter 'How much?' ratings)

1. ....	18. ....	35. ....
2. ....	19. ....	36. ....
3. ....	20. ....	37. ....
4. ....	21. ....	38. ....
5. ....	22. ....	39. ....
6. ....	23. ....	40. ....
7. ....	24. ....	41. ....
8. ....	25. ....	42. ....
9. ....	26. ....	43. ....
10. ....	27. ....	44. ....
11. ....	28. ....	45. ....
12. ....	29. ....	46. ....
13. ....	30. ....	47. ....
14. ....	31. ....	48. ....
15. ....	32. ....	49. ....
16. ....	33. ....	50. ....
17. ....	34. ....	TOTAL: .....

# Triple P – Positive Parenting Program®



## Acrimony Scale

For the following questions please circle either 1, 2, 3 or 4. The rating scale is as follows:

1 = Almost never      2 = Some of the time      3 = Much of the time      4 = Almost always

	Almost never	Some of the time	Much of the time	Almost always
1. Do you feel friendly toward your former spouse?	1	2	3	4
2. Do your children feel friendly toward your former spouse?	1	2	3	4
3. Are gifts to the children a problem between you and your former spouse?	1	2	3	4
4. Is visitation a problem between you and your former spouse?	1	2	3	4
5. Do you have friendly talks with your former spouse?	1	2	3	4
6. Is your former spouse a good parent?	1	2	3	4
7. Do your children see your former spouse as often as you would like?	1	2	3	4
8. Do your children see your former spouse as often as s/he would like?	1	2	3	4
9. Do you and your former spouse agree on discipline for the children?	1	2	3	4
10. Are your children harder to handle after a visit with your former spouse?	1	2	3	4
11. Do you and your former spouse disagree in front of the children?	1	2	3	4
12. Do the children take sides in disagreements between you and your former spouse?	1	2	3	4
13. Are alimony or child support payments a problem between you and your former spouse?	1	2	3	4
14. Do your children feel hostile toward your former spouse?	1	2	3	4
15. Does your former spouse say things about you to the children that you don't want them to hear?	1	2	3	4

Note: Reproduced with permission from Emery, R.E. (1982). Interparental conflict and the children of discord and divorce. *Psychological Bulletin*, 92(2), 310-330.



16. Do you say things about your former spouse to the children that s/he wouldn't want them to hear?	1	2	3	4
17. Do you have angry disagreements with your former spouse?	1	2	3	4
18. Do you feel hostile toward your former spouse?	1	2	3	4
19. Does your former spouse feel hostile toward you?	1	2	3	4
20. Can you talk to your former spouse about problems with the children?	1	2	3	4
21. Do you have a friendly divorce or separation?	1	2	3	4
22. Are pick-ups and drop-offs of the children between you and your former spouse a difficult time?	1	2	3	4
23. Does your spouse encourage your child to live with him or her?	1	2	3	4
24. Have you adjusted to being divorced/ separated from your former spouse?	1	2	3	4
25. Has your former spouse adjusted to being divorced from you?	1	2	3	4

**Acrimony Scoring Key**

Scale score is computed by summing each of the items. Note that items 1, 2, 5, 6, 7, 8, 9, 20, 21, 24, 25 are reverse scored (4=1; 3=2; 2=3; 1=4).



## Co-parenting Scale

Rate the extent to which the following statements are true for you over the past 4 weeks.

The rating scale is as follows:

- 0 = Not at all
- 1 = Sometimes
- 2 = Often
- 3 = Most of the time

My former partner and I...

1. discussed issues relating to our child calmly.	0	1	2	3
2. developed plans that were acceptable to both of us.	0	1	2	3
3. focused on the needs of our child.	0	1	2	3
4. spoke to each other respectfully.	0	1	2	3
5. were flexible if changes to arrangements needed to be made.	0	1	2	3

## Scoring Key

Total Score = sum of items 1–5 (range = 0–15).

Higher scores equals better co-parenting.

# Triple P – Positive Parenting Program®



## Program Satisfaction Questionnaire

This questionnaire will help us to evaluate and continually improve the program we offer. We are interested in your honest opinions about the program.

Please use the following rating scale:

- 1 = Strongly Disagree
- 2 = Disagree
- 3 = Neutral
- 4 = Agree
- 5 = Strongly Agree

Since completing Family Transitions Triple P -

1. I have been able to easily identify areas that I needed to work on.	1	2	3	4	5
2. The resources (workbooks and CD) were useful.	1	2	3	4	5
3. I attended all group and telephone sessions.	1	2	3	4	5
4. The group sessions helped me set goals for change.	1	2	3	4	5
5. I have been able to implement strategies taught in the program.	1	2	3	4	5
6. I found time to implement strategies taught in the program.	1	2	3	4	5
7. The changes I have made have improved the quality of my life.	1	2	3	4	5
8. The changes I have made have improved the quality of my child's life.	1	2	3	4	5
9. The workbooks have been useful to refer back to.	1	2	3	4	5
10. Family Transitions Triple P has helped me manage the transition of divorce more easily.	1	2	3	4	5
11. I would recommend Family Transitions Triple P to a friend going through divorce.	1	2	3	4	5
12. I am better able to manage my emotions since completing the program.	1	2	3	4	5
13. I completed all homework tasks assigned in the group.	1	2	3	4	5
14. I was satisfied with the program.	1	2	3	4	5

Note: The questionnaire is scored by adding the item scores and dividing by 14 to give a number from 1 to 5 with 5 being a high level of program implementation and satisfaction and 1 being a low level of program implementation and satisfaction.