

**PROFESSIONAL SERVICES CONTRACT  
FOR  
TRIPLE P POSITIVE PARENTING (LEVEL 2 AND 3) PROGRAM IMPLEMENTATION SERVICES**

This CONTRACT is made and entered into by and between the CITY OF SAN ANTONIO, a Texas municipal corporation (hereinafter referred to as "CITY"), acting by and through its Director of the San Antonio Metropolitan Health District (hereinafter referred to as "Metro Health"), and Empower House SA (hereinafter referred to as "CONTRACTOR"), both of which may be collectively referred to 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. TERM**

- 1.1 This CONTRACT shall commence on October 1, 2024 and shall terminate on September 30, 2027 unless earlier termination shall occur pursuant to any provision hereof. At City's option, this CONTRACT may be renewed under the same terms and conditions for two (2) additional (1) year period(s). Renewals shall be in writing and signed by Director of Metro Health or designee, without further action by the San Antonio City Council, subject to and contingent upon appropriation of funding, therefore.
- 1.2 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 each City budget period is subject to and contingent upon subsequent appropriation of funds.

**II. SCOPE OF SERVICES**

- 2.1 CONTRACTOR agrees to provide the services described in this Article II. entitled Scope of Services in exchange for the compensation described in Article III. Compensation to Contractor.

CONTRACTOR shall provide the following services:

Contractor shall provide Triple P – Positive Parenting Program parenting education at no cost to parent participants. Contractor will provide Level 2 Selected Seminars and Level 3 Discussion Groups Triple P.

2.1.1 **Deliverables:** Contractor shall provide Level 2 Selected Seminars and Level 3 Discussion Groups Triple P Parenting classes to participant parents via virtual and/or in-person classes by an accredited staff as described below. Upon successful completion of the participant's class (Level 2 or Level 3) participants shall receive a Certificate of Completion. Triple P Practitioners employed by the Contractor will serve participants during the contract term for each course.

a. **Level 2 Selected Seminars:** Participants must enroll and complete at least one of three available seminars within one series. All participants will have services provided by Contractor's accredited Triple P practitioner. Participants will receive the Triple P Seminars tipsheet that accompanies the session they are attending before, during, or within one week after the session.

b. **Level 3 Discussion Groups:** Participants must enroll and complete at least one of five discussion groups within one series. All participants will have services provided by

Contractor's accredited Triple P practitioner. Participants will receive the Triple P Discussion Groups workbook that accompanies the session before or during the session, not after.

2.1.2 **Program Metrics for Reporting:** Contractor shall report parent participants' demographic data, class enrollment, and satisfaction survey data to Metro Health.

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, 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.

c. Satisfaction survey data includes each participant completing a satisfaction survey after each session (Level 2 Selected Seminars and Level 3 Discussion Groups). Contractor shall have participants execute **Exhibit 1** – Triple P – Positive Parenting Program Level 2 Selected Seminars – Satisfaction Survey and **Exhibit 2** – Triple P – Positive Parenting Program Level 3 Groups -Satisfaction Survey attached hereto and incorporated herein for all purposes.

2.2 The CONTRACTOR agrees to provide all services in compliance with the Scope of Services in a manner satisfactory to the Director of Metro Health (the "Director"). The determination made by Director shall be final, binding and conclusive on all Parties hereto. CITY shall have the right to terminate this CONTRACT, in whole or in part, in accordance with Article XIV. Termination, 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.

### III. COMPENSATION TO CONTRACTOR

3.1 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 CONTRACT, CITY agrees to pay CONTRACTOR an amount not to exceed ONE HUNDRED TWENTY THOUSAND DOLLARS (\$120,000.00) as total compensation, to be paid to CONTRACTOR as follows:

For each participant that completes training as set out in the scope of services set out above, City will pay CONTRACTOR \$192.15 per Level 2 Selected Seminars participant and \$341.60 per Level 3 Discussion Group participant.

If this Agreement is renewed, during each renewal period City agrees to pay Contractor a total amount not to exceed FORTY THOUSAND DOLLARS (\$40,000.00) at the same rates per participant set out above.

3.2 CONTRACTOR shall submit an invoice on the 15<sup>th</sup> of the month following the month of service in a form acceptable to CITY and any other information that City may require, which CITY shall pay within thirty (30) days of receipt and approval by Director. Invoices shall be submitted to: City of San Antonio, San Antonio Metropolitan Health District, Accounts Payable, P.O. Box 839976, San Antonio, Texas 78283-3976.

3.3 The parties hereby agree that all compensable expenses of CONTRACTOR have been provided for in the total payment to CONTRACTOR as specified in section 3.1 above. No additional fees or expenses of CONTRACTOR shall be charged by CONTRACTOR nor be payable by CITY, without prior approval and written agreement of the parties.

3.4 Final payment due under the CONTRACT will not be paid until all the work, reports, data, documents and any other unfinished services necessary to complete performance under the CONTRACT have

been received, performed and are approved by the CITY. The CITY shall not be liable for any payment under this CONTRACT for services which are unsatisfactory or which have not been approved by the CITY.

- 3.5 CITY shall not be obligated or liable under the CONTRACT to any party, other than CONTRACTOR, including any subcontractors, for payment of any monies for provision of any goods or services.
- 3.6 If this CONTRACT is partially or wholly grant funded, and reduced funds are awarded to the CITY, the budget for this CONTRACT may be adjusted to correspond to the actual award received by the CITY.

#### **IV. INDEPENDENT CONTRACTOR**

- 4.1 CONTRACTOR understands and agrees that CONTRACTOR is and shall be deemed to be an independent contractor, and not an officer, agent, servant or employee of CITY, and that CONTRACTOR is responsible for the acts or omissions of its officers, agents, employees, contractors, subcontractors and consultants, and that the CITY shall in no way be responsible therefor. Nothing contained herein shall be deemed or construed by the parties hereto or by any third party as creating the relationship of employer-employee, principal-agent, partners, joint venture, or any other similar such relationship, between the parties hereto. CONTRACTOR understands and agrees 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 Contract and that the CONTRACTOR has no authority to bind the CITY.

#### **V. CONFIDENTIALITY**

- 5.1 No reports, information, designs, data nor any other documentation developed by, given to, prepared by, or assembled by CONTRACTOR under this CONTRACT shall be disclosed or made available to any individual or organization by CONTRACTOR without the express prior written approval of CITY. In the event CONTRACTOR receives a request to disclose or produce documents, CONTRACTOR shall inform the CITY immediately for the purpose of receiving direction regarding the manner of processing.
- 5.2 CONTRACTOR shall comply with laws, regulations and rules pertaining to confidentiality and shall establish a method to secure the confidentiality of documents and information that CONTRACTOR may have access to, in accordance with the applicable federal, state, and local laws, rules and regulations. This provision shall not be construed as limiting CITY's right of access to records or other information under this CONTRACT.

#### **VI. OWNERSHIP OF DOCUMENTS**

- 6.1 Any and all records, data, finished or unfinished documents, writings, reports, charts, schedules, or information produced by, or on behalf of, CONTRACTOR, and any related responses, inquiries, correspondence and materials which has come into CONTRACTOR's custody, even if not produced by, or on behalf of, CONTRACTOR, in whatsoever form and character (hereinafter referred to as "documents") pursuant to the provisions of this CONTRACT are the exclusive property of CITY; and no such documents shall be the subject of any copyright or proprietary claim by CONTRACTOR. CONTRACTOR shall not, under any circumstances, release any records created during the course of performance of the contract to any entity without City's written permission, unless required to do so by a Court of competent jurisdiction.
- 6.2 CONTRACTOR understands and acknowledges that as the exclusive owner of any and all such documents, CITY has the right to use all such documents as CITY desires, without restriction or further compensation to CONTRACTOR. CONTRACTOR shall deliver, at CONTRACTOR's sole cost and expense, all CONTRACT related documents and reports to the CITY in accordance with the dates established under this CONTRACT, and in a timely and expeditious manner, and if a delivery date is not specified, then upon termination of the CONTRACT.

- 6.3 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 with public funds are declared to be public property and 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 the behalf of CONTRACTOR pursuant to the resulting contract shall be the subject of any copyright or proprietary claim by CONTRACTOR.

The term "local government record" as used in this document means 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 officials or employees pursuant to law including an ordinance, or in the transaction of official business.

- 6.4 CONTRACTOR agree 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.
- 6.5 CONTRACTOR shall comply with all applicable federal, state, and local laws, rules, and regulations governing documents and ownership, access and retention.
- 6.6 CONTRACTOR shall notify CITY immediately of any requests for information from a third party which pertain to documents obtained and/or generated pursuant to this CONTRACT. CONTRACTOR understands and agrees that CITY will process and handle all such requests.

## **VII. RIGHT OF REVIEW AND RECORDS RETENTION**

- 7.1 CONTRACTOR and its subcontractors, if any, shall properly, accurately and completely maintain all 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 CONTRACT 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.
- 7.2 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 CONTRACT. 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.
- 7.3 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.

## **VIII. LICENSES AND CERTIFICATIONS**

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

## **IX. COMPLIANCE**

- 9.1 CONTRACTOR shall provide and perform all services under this CONTRACT in compliance with all applicable federal, state, local laws, rules and regulations. Failure to comply with applicable laws and regulations could subject the CONTRACTOR to suspension of payments, termination of CONTRACT, and debarment and suspension actions. In the event that any disagreement or dispute should arise between the parties hereto pertaining to the interpretation or meaning of any part of this CONTRACT or its governing rules, regulations, laws, codes or ordinances, CITY, as the Party ultimately responsible for all matters of compliance with City of San Antonio and applicable grant rules and regulations, shall have the final authority to render or secure an interpretation.

## **X. CONFLICT OF INTEREST**

- 10.1 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.
- 10.2 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.

## **XI. INSURANCE**

No later than 30 days before the scheduled service/purchase, under this contract, CONTRACTOR must provide a completed Certificate(s) of Insurance to Metro Health. 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); and
- 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 Metro Health. 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 this contract.

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:

*1. Workers' Compensation	Statutory
*2. Employers' Liability	\$500,000/\$500,000/\$500,000
3. Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. Products/Completed Operations c. Personal/Advertising Injury d. Contractual Liability e. Independent Contractors* f. Sexual Abuse/Molestation*	For Bodily Injury and Property Damage \$500,000 per occurrence; \$1,000,000 general aggregate
*4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of \$250,000 per occurrence.
5. Professional Liability	\$500,000 per claim damages by reason of any act, malpractice, error, or omission in the professional service.
*If Applicable	

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 before 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 10 days by submitting the requested insurance documents to the CITY at the following address:

City of San Antonio  
San Antonio Metropolitan Health District  
PO Box 839976  
San Antonio, TX 78228

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.

## **XII. INDEMNITY**

- 12.1 **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 CONTRACT 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 CONTRACT. 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.**

- 12.2 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 CONTRACT 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.
- 12.3 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 CONTRACT. 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.
- 12.4 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.

### **XIII.[reserved]**

## **XIV. TERMINATION**

- 14.1 For purposes of this CONTRACT, "termination" of this CONTRACT shall mean termination by expiration of the CONTRACT term or earlier termination pursuant to any of the provisions hereof.
- 14.2 **TERMINATION BY NOTICE:** The CONTRACT may be terminated by the City upon written notice, provided such notice specifies an effective date of termination, which shall be not less than thirty (30) days from the date such notice is received by the other Party. If the notice does not specify a date of termination, the effective date of termination shall be thirty (30) days after receipt of the notice by the other Party. All files are the property of the CITY and, at the CITY'S request, will be delivered at no cost to the CITY or its designated recipient at the effective date of termination.
- 14.3 **TERMINATION FOR CAUSE:** Should CONTRACTOR default in the performance of any of the terms or conditions of this CONTRACT, the non-defaulting Party shall deliver to the defaulting party written notice thereof specifying the matters of default. The defaulting party shall have ten (10) days after its receipt of the written notice to cure such default. If the defaulting party fails to cure the default within such ten (10) day period, the non-defaulting party may elect to terminate this CONTRACT, in whole or in part, upon written notice, as of the date provided in the notice.
- 14.3 **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, and the CONTRACT may not be continued by severance of the prohibited duties, this CONTRACT shall automatically terminate as of the effective date of such prohibition.

- 14.4 NON-APPROPRIATION: In the event that through action or no action initiated by the City of San Antonio, the CITY's legislative body does not appropriate funds for the continuation of this CONTRACT and has no funds to do so from other sources, this CONTRACT may be terminated. To effect this termination, the CITY shall, thirty (30) days prior to the period for which funds are not appropriated, send the CONTRACTOR written notice stating that the City of San Antonio failed to appropriate funds.
- 14.5 EFFECT OF TERMINATION: Upon the effective date of expiration or termination of this CONTRACT CONTRACTOR shall cease all operations of work being performed by CONTRACTOR or any of its approved subcontractors pursuant to this CONTRACT. The period between notice of termination and the effective date of termination shall be used to effect an orderly transfer of records and documents and funds, if any, from the CONTRACTOR to the CITY or to such person(s) as the CITY may designate, if so requested by CITY; otherwise, the documents shall be retained by CONTRACTOR in accordance with Article VII. Right of Review and Records Retention. Any records or documents transfer shall be completed within fifteen (15) days of the termination date. Any such transfer of records or funds shall be completed at the CONTRACTOR'S sole cost and expense.
- 14.6 Within thirty (30) days of the effective date of termination (unless an extension is authorized in writing by the CITY), the CONTRACTOR shall submit to the CITY, its claim, in detail, for the monies owed by the CITY for services performed under this CONTRACT through the effective date of termination. Failure by CONTRACTOR to submit its claims within said thirty (30) 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 funds that CONTRACTOR may rightfully be otherwise entitled to for services performed pursuant to this CONTRACT.
- 14.7 Upon termination of this CONTRACT, the CITY may immediately commence an audit of the CONTRACTOR'S books, accounts, and records. Within thirty (30) days after being notified by the CITY of the results of said audit, the CONTRACTOR shall pay the CITY any amount shown by said audit to be owed the CITY.
- 14.8 Termination not sole remedy. In no event shall CITY's action of terminating this CONTRACT, 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.

## XV. AMENDMENT

- 15.1 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.

## **XVI. NOTICE**

- 16.1 Any notice required, permitted or appropriate under this CONTRACT shall be deemed sufficient, if in writing, and to have been duly given if and when delivered personally, with receipt acknowledged, or upon receipt if sent certified mail, return receipt requested, postage prepaid, to CITY or CONTRACTOR at the respective address set forth below or to any other address of which written notice of change is given:

### **CITY**

City of San Antonio  
Attn: Health Director  
San Antonio Metropolitan Health District  
100 W. Houston, 14th Floor San Antonio, Texas 78205

### **CONTRACTOR**

Empower House SA  
Attn: Jenny Castro  
801 N. Olive Street  
San Antonio, TX 78202

## **XVII. LEGAL AUTHORITY**

- 17.1 The person signing on behalf of CONTRACTOR represents and warrants and certifies that he has full legal authority to execute this CONTRACT on behalf of CONTRACTOR and has authority to bind CONTRACTOR to all the terms, conditions, provisions and obligations contained herein.

## **XVIII. SUBCONTRACTING AND ASSIGNMENT**

- 18.1 CONTRACTOR shall perform all necessary work or shall supply qualified personnel as maybe necessary to complete the work to be performed under this CONTRACT. CONTRACTOR shall obtain prior written approval from CITY before assigning or subcontracting any responsibilities under this CONTRACT. The violation of this provision by CONTRACTOR shall not release CONTRACTOR from any obligation under the terms of this CONTRACT, nor shall it relieve or release CONTRACTOR from the payment of any damages to CITY which CITY sustains as a result of such violation.
- 18.2 Any 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 CONTRACT. Compliance by subcontractors with this CONTRACT 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.

## **XIX. SUCCESSORS AND ASSIGNS**

- 19.1 This CONTRACT shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and their assigns, however, CONTRACTOR may not assign this CONTRACT without prior written consent of CITY in accordance with Article XVIII. hereof.

## **XX. NON-WAIVER**

- 20.1 Unless otherwise specifically provided for in this CONTRACT, a waiver by either Party of a breach of any of the terms, conditions, covenants or guarantees of this CONTRACT 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. In fact, no waiver, change, modification or discharge by either Party hereto of any provision of this CONTRACT shall be deemed to have been made or shall be effective unless expressed in writing and signed by the Party to be charged. 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. VENUE AND GOVERNING LAW**

**21.1 ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN BEXAR COUNTY, TEXAS. THIS CONTRACT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. VENUE FOR ANY LEGAL ACTION, CLAIM OR DISPUTE ARISING DIRECTLY OR INDIRECTLY AS A RESULT OF THIS CONTRACT SHALL BE IN BEXAR COUNTY, TEXAS.**

21.2 The Parties hereto expressly agree that, in the event of litigation, each party hereby waives its right to payment of attorneys' fees.

## **XXII. NON-DISCRIMINATION**

22.1 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.

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

23.1 Texas Government Code §2271.002 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.

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.

"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 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.

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 hereby relies on Company's verification. If found to be false, City may terminate the contract for material breach.

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

24.1 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.

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

25.1 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.

#### **XXVI. CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATIONS PROHIBITED**

- 26.1 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. Respondent 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 Respondent's certification. If found to be false, or if Respondent is identified on said list during the course of its contract with City, City may terminate the Contract for material breach.

#### **XXVII. SEVERABILITY**

- 27.1 If any clause or provision of this CONTRACT is held invalid, illegal or unenforceable under present or future laws during the term of this CONTRACT, including any extension, it is the intention of the parties hereto that the remainder of the CONTRACT shall not be affected thereby, and that in lieu of each clause or provision of the CONTRACT that is held invalid, illegal or unenforceable, a new clause or provision be added, as similar in terms and content, to be legal, valid, and enforceable under the CONTRACT.

#### **XXVIII. ENTIRE AGREEMENT**

- 28.1 This CONTRACT, together with its attachments, if any, embodies the final and entire agreement of the Parties hereto, superseding all oral or written previous and contemporary agreements between the Parties and relating to matters in this CONTRACT. No other agreements, oral or otherwise regarding the matters of this CONTRACT shall be deemed to exist or to bind the parties unless same be executed in accordance with Section XV.

**EXECUTED** this the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**CITY**

**CONTRACTOR**

**City of San Antonio, Texas**

**Empower House SA**

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

\_\_\_\_\_  
*Jenny Castro*  
Jenny Castro  
Executive Director

**APPROVED AS TO FORM:**

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City Attorney

# Triple P – Positive Parenting Program®



## Parent Satisfaction Survey

Your child's age:.....Name of seminar:.....

Date of seminar:.....Presenter's name:.....

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 seminar presentation?

1	2	3	4	5	6	7
Poor						Excellent

2. Did the seminar provide sufficient opportunities for questions?

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

3. Was the seminar interesting to you?

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

4. Did the presenter use clear examples to illustrate parenting issues?

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

5. Did the presenter provide clear explanations?

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

6. Did you gain sufficient knowledge or information to be able to implement the parenting advice you heard about?

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

7. Overall, how would you rate the content of the seminar?

1	2	3	4	5	6	7
Poor						Excellent

8. Was the seminar helpful in gaining an understanding of what you can do to help your child learn new skills and behaviour?

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

9. Was the parenting tip sheet you received useful?

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

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

[illegible]

Thank you



# Triple P – Positive Parenting Program®



## Discussion Group 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 discussion group?

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 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. How satisfied were you with the amount of help you received?

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

5. Did you gain sufficient knowledge or information to be able to implement the parenting strategies introduced?

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

6. Do you intend to implement the parenting strategies introduced?

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

7. How satisfied were you with the content of the discussion group?

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

8. How satisfied were you with the format of the discussion group?

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

9. 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



10. 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			

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

.....

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.....

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Thank you