

ORDINANCE 2022-12-01-0905

**AUTHORIZING THE EXECUTION OF AGREEMENTS WITH AVANCE-SAN ANTONIO, INC., P.E.A.C.E. INITIATIVE AND UNITED WAY OF SAN ANTONIO AND BEXAR COUNTY TO PROVIDE THE SAN ANTONIO METROPOLITAN HEALTH DISTRICT WITH TRIPLE P - POSITIVE PARENTING PROGRAM (TRIPLE P) PARTICIPANT DATA AT NO-COST FOR A TERM ENDING SEPTEMBER 30, 2023, WITH THE OPTION TO RENEW FOR TWO ADDITIONAL ONE-YEAR TERMS, AND AUTHORIZING THE EXECUTION OF ADDITIONAL SIMILAR AGREEMENTS WITH OTHER COMMUNITY AGENCIES.**

\* \* \* \* \*

**WHEREAS**, the Triple P – Positive Parenting Program is an evidence-based, highly researched system of positive parenting and family support interventions designed to promote parental self-efficacy, strengthen family relationships, and prevent child abuse; and

**WHEREAS**, the Triple P curriculum is used internationally but has been demonstrated in a U.S. population trial to reduce child maltreatment, reduce hospitalizations due to child maltreatment, and reduce out-of-home foster placements due to child maltreatment; and

**WHEREAS**, as a result, a population-level rollout of Triple P programming is being coordinated in San Antonio and Bexar County by the San Antonio Metropolitan Health District (Metro Health) as a mechanism for reducing child abuse and neglect in our community; and

**WHEREAS**, Triple P Positive Parenting classes are being implemented by a network of community partners through the Triple P Providers Collaborative that includes Metro Health programs and community agencies; and

**WHEREAS**, agreements between member agencies and Metro Health are needed to locate and eliminate gaps in coverage, provide equitable services, and accurately measure the reach, scope, and impact of Triple P programming in the San Antonio community; and

**WHEREAS**, the no-cost agreements with AVANCE-San Antonio, Inc., P.E.A.C.E. Initiative and United Way of San Antonio and Bexar County are the first of these agreements and are necessary to formalizing community collaborations that are essential to implementing Triple P programming in our community; **NOW THEREFORE:**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:**

**SECTION 1.** The City Manager or designee, or the Director of the San Antonio Metropolitan Health District or designee, is hereby authorized to execute agreements with AVANCE-San Antonio, Inc., P.E.A.C.E. Initiative and United Way of San Antonio and Bexar County to provide the San Antonio Metropolitan Health District with Triple P - Positive Parenting Program (Triple P) participant data at no-cost for a term ending September 30, 2023, with the option to renew for two additional one-year terms. A copy of the agreements in substantially final form are

attached hereto and incorporated herein for all purposes as **Attachment I, II and III**. The City Manager or designee, or the Director of the San Antonio Metropolitan Health District or designee is further authorized to execute additional similar agreements with other community agencies in substantially the same form as the attached **Attachment I and III**.

**SECTION 2.** The financial allocations in this Ordinance are subject to approval by the Deputy Chief Financial Officer, City of San Antonio. The Deputy Chief Financial Officer may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

**SECTION 3.** This Ordinance is effective immediately upon the receipt of eight affirmative votes; otherwise, it is effective ten days after passage.

**PASSED and APPROVED this 1st day of December 2022.**



**M A Y O R**  
Ron Nirenberg

**ATTEST:**



Debbie Racca-Sittre, City Clerk

**APPROVED AS TO FORM:**



Monica Hernandez for  
Andrew Segovia, City Attorney



**City of San Antonio**  
**City Council Meeting**  
**December 1, 2022**

**27.**

**2022-12-01-0905**

Ordinance approving agreements with AVANCE-San Antonio, Inc., P.E.A.C.E. Initiative, and United Way of San Antonio and Bexar County, to provide the San Antonio Metropolitan Health District with Triple P - Positive Parenting Program (Triple P) participant data at no-cost for terms ending September 30, 2023, with the option to renew for two additional one-year terms, and approving additional similar agreements with other community agencies. [Erik Walsh, City Manager; Claude A. Jacob, Director, Health]

Councilmember Courage moved to Approve on the Consent Agenda. Councilmember Viagran seconded the motion. The motion carried by the following vote:

**Aye:** Nirenberg, Bravo, McKee-Rodriguez, Viagran, Rocha Garcia, Castillo,  
Cabello Havrda, Sandoval, Pelaez, Courage

**Absent:** Perry

# Attachment I

**MEMORANDUM OF AGREEMENT  
BETWEEN  
THE CITY OF SAN ANTONIO ON BEHALF OF THE SAN ANTONIO METROPOLITAN HEALTH  
DISTRICT AND  
AVANCE-SAN ANTONIO, INC.**

This Memorandum of Agreement (Agreement) is entered into by and between the City of San Antonio (City) a Texas Municipal Corporation, on behalf of the San Antonio Metropolitan Health District (Metro Health), and AVANCE-San Antonio, Inc. (AVANCE), a nonprofit organization.

WHEREAS, the Triple P – Positive Parenting Program (Triple P) is a parenting and family support system designed to prevent as well as treat behavioral and emotional problems in children and teenagers; and

WHEREAS, the Triple P Providers Collaborative (Collaborative) is a group of agencies and organizations in San Antonio and Bexar County that implement Triple P; and

WHEREAS, the Collaborative is led by the Violence Prevention Section Triple P program (Triple P program) at Metro Health and focuses on coordinating training, professional development, and peer support for Triple P practitioners and also supports the Collaborative in standardizing demographic and satisfaction survey data collection for reporting; and

WHEREAS, the Collaborative meets on a monthly basis to discuss implementation, share resources, and discuss the reach and scope of Triple P classes in the community; and

WHEREAS, in addition, the Triple P program at Metro Health provides training, peer support, and other professional development for the Triple P practitioners who work for the agencies and organizations in the Collaborative; and

WHEREAS, participants in the Collaborative include AVANCE San Antonio, Inc., Healthy Neighborhoods at Metro Health, Healthy Start at Metro Health, COSA Head Start, DePelchin Children's Center, Family Service, The P.E.A.C.E. Initiative, Empower House, Guardian House, San Antonio Council on Alcohol and Drug Awareness (SACADA), and Madonna Center, Inc.; and

WHEREAS, AVANCE and the City participate in the Collaborative; and

WHEREAS, this Agreement defines the terms in connection with the facilitation of data collection and sharing with the Triple P program at Metro Health and key community collaborators and practitioners, which support the Collaborative in having knowledge of the reach and scope of Triple P in the community; and

WHEREAS, furthermore, collection and analysis of the data ensures that practitioners and practitioner agencies are able to receive continuous feedback from the community and ensures that participants are having a high quality experience with each parenting intervention and continuously improves Triple P programming; and

WHEREAS, this Agreement delineates the Parties' responsibilities in meeting the anticipated needs of AVANCE and the City in order to promote the goals of the Collaborative and furthering public health; and

**NOW THEREFORE**, the Parties agree as follows:

**I. Purpose of the Agreement**

The purpose of this Agreement (MOA) is to provide Triple P program participant data to City's Violence Prevention Triple P Program in support of the prevention of child abuse and domestic violence within Bexar County. The data

will be utilized for purposes of data analysis and reporting Triple P demographic data reported by AVANCE to produce individual agency reports in addition to monthly aggregate reports. Metro Health will also be utilizing the data to provide reports to the Collaborative related to Triple P's reach and scope in the community.

## **II. Definitions**

"Agreement" means this Memorandum of Agreement, including all documents attached or incorporated by reference.

"Data" means the data provided by AVANCE, whether that data originated in AVANCE or in another entity, and any fields or variables derived from these data, on whatever media they shall exist.

## **III. Term and Termination**

3.1 **Term:** Unless terminated as provided for in this Agreement, this MOA will become effective on the signature date of the latter of the Parties to sign this MOA, and end on September 30, 2023. The parties may renew this agreement for two additional one year terms. The renewals shall be in writing and signed by the Director of Metro Health or designee without further action by the San Antonio City Council.

3.2 **Termination:** The Parties agree that either Party may terminate this Agreement with or without cause upon 30 days written notice to the other Party.

## **IV. AVANCE's Responsibilities**

4.1 AVANCE agrees to provide City certain Data extracted from AVANCE's designated Triple P participant records which AVANCE maintains.

4.2 Data to be provided to City shall be demographic and survey data collected by AVANCE for all participants in AVANCE's Triple P classes (Level 2 Selected Seminars and Level 2 Selected Seminars Stepping Stones) for data analysis and reporting purposes. The Data will include the following for each participant:

- First and Last Name
- Email address
- Phone number
- ZIP code
- Gender identity
- Race and ethnicity
- Primary language spoken in the household
- Number of children in the household ages 0 to 5
- Number of children in the household ages 6 to 9
- Number of children in the household ages 10 to 12
- Number of children in the household ages 13 and older
- Relationship to children in the household
- individual satisfaction survey responses consistent with the attached Attachment I satisfaction survey questions attached hereto and incorporated for all purposes.

City may request changes or additional demographic variables by submitting the request to AVANCE for review and approval.

4.3 AVANCE will deliver the Data to City by using an AVANCE folder on the City's Sharepoint that only selected AVANCE staff and the Triple P program staff at Metro Health will have access to view and edit. Data will be due the 3rd Monday of every month for the preceding month in which classes were held.

## V. City Responsibilities

- 5.1 City will provide support by analyzing satisfaction survey data from participants, including participants' view of the quality of the session, whether they intend to utilize the strategies learned with their families, etc.
- 5.2 City will provide data analysis and reporting for Triple P Data reported by AVANCE to produce individual agency reports in addition to monthly aggregate reports.
- 5.3 City will provide assistance to help design data collection, assessment, and satisfaction survey forms.
- 5.4 City will provide reports of aggregate information to the Collaborative to be used by the Collaborative to determine the reach and scope of Triple P in the community and help identify gaps in coverage, identify new partners and ensure the community is equitably served.
- 5.5 Access to the information provided by AVANCE will be restricted to authorized staff who need it to perform the work requiring access to the information as detailed in the purpose of this Agreement.
- 5.6 Data provided by AVANCE will be maintained by City consistent with applicable retention schedules.

## VI. Indemnification

6.1 **Indemnification:** AVANCE 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 AVANCE'S activities under this Agreement, including any acts or omissions of AVANCE, any agent, officer, director, representative, employee, consultant or subcontractor of AVANCE, 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 AVANCE 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.

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. AVANCE shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or AVANCE known to AVANCE related to or arising out of AVANCE's activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at AVANCE's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving AVANCE of any of its obligations under this paragraph.

Defense Counsel - City shall have the right to select or to approve defense counsel to be retained by AVANCE in fulfilling its obligation hereunder to defend and indemnify City, unless such right is expressly waived by City in writing. AVANCE 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 AVANCE fails to retain Counsel within

such time period, City shall have the right to retain defense counsel on its own behalf, and AVANCE 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.

## **VII. Insurance**

7.1 A) Prior to the commencement of any work under this Agreement, AVANCE shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to Metro Health, which shall be clearly labeled "Memorandum of Agreement- Triple P program" in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must be signed by the Authorized Representative of the carrier, and list the agent's signature and phone number. The certificate shall be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the City. The 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 the City's Risk Manager, shall have authority to waive this requirement.

B) The City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will City allow modification whereby City may incur increased risk.

C) A Contractor's financial integrity is of interest to the City; therefore, subject to AVANCE's right to maintain reasonable deductibles in such amounts as are approved by the City, AVANCE shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at AVANCE's sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized 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:

<i><b>INSURANCE TYPE</b></i>	<i><b>LIMITS</b></i>
1. Workers' Compensation	Statutory
2. Employers' Liability	\$1,000,000/\$1,000,000/\$1,000,000
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. Damage to property rented to you	For Bodily Injury and Property Damage \$1,000,000 per occurrence; \$2,000,000 general aggregate, or its equivalent in Umbrella or Excess Liability Coverage must be on a per project aggregate.  f. \$100,000
*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 \$1,000,000 per occurrence
5. Professional Liability	\$1,000,000 per claim damages by reason of any act, malpractice, error, or omission in the professional service.
*6. Cyber Liability	\$1,000,000 per claim \$2,000,000 general aggregate, or its equivalent in Umbrella or Excess Liability Coverage.
*If Applicable	

D) As they apply to the limits required by the City, the City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page, and all required endorsements. AVANCE shall be required to comply with any such requests and shall submit requested documents to City at the address provided below within 10 days. AVANCE shall pay any costs incurred resulting from provision of said documents.

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

E) AVANCE agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:

- Name the City, 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 the City, with the exception of the workers' compensation and professional liability policies;
- Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;
- Workers' compensation, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of the City.
- Provide advance written notice directly to City of any suspension or non-renewal in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

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

G) In addition to any other remedies the City may have upon AVANCE's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order AVANCE to stop work hereunder, and/or withhold any payment(s) which become due to AVANCE hereunder until AVANCE demonstrates compliance with the requirements hereof.

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

I) It is agreed that AVANCE's insurance shall be deemed primary and non-contributory with respect to any insurance or self-insurance carried by the City of San Antonio for liability arising out of operations under this Agreement.

J) It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement and that no claim or action by or on behalf of the City shall be limited to insurance coverage provided.

### **VIII. General Provisions**

8.1 **Confidentiality:** The Parties will comply with all applicable state and federal laws relating to the privacy and confidentiality of the Data and records. The Parties will use confidential Data under this MOA only

for purposes as described in this MOA and as otherwise allowed by law. To the extent allowed by law, City will maintain the confidentiality of all information gained by reason of this Agreement. The Parties acknowledge that City as a Texas municipality is subject to public information laws, including the Texas Public Information Act and shall process all record requests in accordance with such laws.

8.2 **Ownership of Documents:** Any and all writings, reports, documents or information in whatsoever form and character produced by City pursuant to the provisions of this Agreement is the exclusive property of City without limitation; and no such writing, document or information shall be the subject of any copyright or proprietary claim by AVANCE. AVANCE 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.

8.3 **Compensation:** No fees or expenses shall be exchanged between the City and AVANCE for the activities set out under this Agreement. The City will not be charged for any services performed by AVANCE in connection with the activities covered by this Agreement or have any obligation to pay the salaries or expenses of any AVANCE personnel. Any costs and expenses incurred under the terms of this MOU will be paid by the Party incurring the cost or expense.

8.4 **Notice:** All notices, requests, demands and other communications required or permitted to be given or made under this Agreement shall be in writing, shall be effective upon receipt or attempted delivery, and shall be sent by (a) personal delivery; (b) certified or registered United States mail, return receipt requested; or (c) overnight delivery service with proof of delivery. Notices shall be sent to the addresses below:

**City:**

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

**AVANCE-San Antonio, Inc.**

AVANCE-San Antonio, Inc.  
Attn: Susan S. Thompson, Executive Director  
903 Billy Mitchell Blvd., Suite 100  
San Antonio, TX 78226

8.5 **Independent Contractor:** AVANCE is an independent contractor, and neither AVANCE nor any of its agents, representatives, staff or employees shall be considered agents, representatives, or employees of the City. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relations between the parties hereto. AVANCE shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes or benefits. City shall not provide AVANCE staff any salaries, insurance or other benefits.

8.6 **Non-Discrimination:** As a party to this contract, AVANCE 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

8.7 **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 AVANCE.

8.8 **Licenses/Certifications:** AVANCE warrants and certifies that AVANCE 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.

8.9 **Compliance:** AVANCE shall provide and perform all services under this Agreement in compliance with all applicable federal, state and local laws, rules and regulations and shall comply with standards, guidelines, and policies of the City and Metro Health.

8.10 **Assignment:** This Agreement is not assignable by either party without the prior written consent of the other party. Any assignment without such written consent shall be void.

8.11 **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.

8.12 **Texas Law to Apply/Venue:** This Agreement shall be construed under and in accordance with the laws of the United States and the State of Texas.

8.13 **Legal Construction:** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

8.14 **Entire Agreement:** The final and entire Memorandum of Agreement between the parties hereto and contains 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 hereof, and duly executed by the parties.

WITNESS OF WHICH this Memorandum of Agreement has been executed on this the

\_\_\_\_\_ day of \_\_\_\_\_, 2022.

**City of San Antonio**

**AVANCE-San Antonio, Inc.**

\_\_\_\_\_  
Claude A. Jacob  
Health Director

DocuSigned by:  
*Susan S. Thompson*  
1A5E00102612400  
\_\_\_\_\_  
Susan Steves Thompson  
Executive Director

\_\_\_\_\_  
Date

9/8/2022

\_\_\_\_\_  
Date

Approved as to form:

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



CITY OF SAN ANTONIO  
METROPOLITAN HEALTH DISTRICT



**Triple P Seminars Satisfaction Survey**

1. Name

---

2. When did you attend a Triple P Seminar? (MM/DD/YY)

---

3. Who was the presenter for this Triple P Seminar?

---

4. How would you rate the quality of the seminar presentation? (please circle)

Excellent

Good

Fair

Poor

5. Did the seminar provide enough opportunities for questions? (please circle)

Yes, definitely

Yes, generally

No, not really

No, definitely not

6. Was the seminar interesting to you? (please circle)

Yes, definitely

Yes, generally

No, not really

No, definitely not

7. Did the presenter use clear examples to represent parenting issues? (please circle)

Yes, definitely

Yes, generally

No, not really

No, definitely not

8. Did the presenter provide clear explanations? (please circle)

Yes, definitely

Yes, generally

No, not really

No, definitely not

9. Were you provided with enough information to effectively use the parenting advice you heard about? (please circle)

Yes, definitely

Yes, generally

No, not really

No, definitely not

10. Overall, how would you rate the content of the seminar? (please circle)

Excellent

Good

Fair

Poor

11. Was the seminar helpful in gaining an understanding of what you can do to help your child learn new skills and behavior? (please circle)

Yes, definitely

Yes, generally

No, not really

No, definitely not

12. Do you intend to use the parenting advice you received? (please circle)

Yes, definitely

Yes, generally

No, not really

No, definitely not

13. In your opinion, what is one thing parents in San Antonio need to be successful?

---

14. Do you have any comments, questions, or concerns related to this Triple P discussion group that you would like to share with us?

---

---

# Attachment II

**MEMORANDUM OF AGREEMENT  
BETWEEN  
THE CITY OF SAN ANTONIO ON BEHALF OF THE SAN ANTONIO METROPOLITAN HEALTH  
DISTRICT AND  
P.E.A.C.E. INITIATIVE**

This Memorandum of Agreement (Agreement) is entered into by and between the City of San Antonio (City) a Texas Municipal Corporation, on behalf of the San Antonio Metropolitan Health District (Metro Health), and P.E.A.C.E. Initiative (P.E.A.C.E. Initiative), a nonprofit organization.

WHEREAS, the Triple P – Positive Parenting Program (Triple P) is a parenting and family support system designed to prevent as well as treat behavioral and emotional problems in children and teenagers; and

WHEREAS, the Triple P Providers Collaborative (Collaborative) is a group of agencies and organizations in San Antonio and Bexar County that implement Triple P; and

WHEREAS, the Collaborative is led by the Violence Prevention Section Triple P program (Triple P program) at Metro Health and focuses on coordinating training, professional development, and peer support for Triple P practitioners and also supports the Collaborative in standardizing demographic and satisfaction survey data collection for reporting; and

WHEREAS, the Collaborative meets on a monthly basis to discuss implementation, share resources, and discuss the reach and scope of Triple P classes in the community; and

WHEREAS, in addition, the Triple P program at Metro Health provides training, peer support, and other professional development for the Triple P practitioners who work for the agencies and organizations in the Collaborative; and

WHEREAS, participants in the Collaborative include AVANCE San Antonio, Inc., Healthy Neighborhoods at Metro Health, Healthy Start at Metro Health, COSA Head Start, DePelchin Children’s Center, Family Service, The P.E.A.C.E. Initiative, Empower House, Guardian House, San Antonio Council on Alcohol and Drug Awareness (SACADA), and Madonna Center, Inc.; and

WHEREAS, P.E.A.C.E. Initiative and the City participate in the Collaborative; and

WHEREAS, this Agreement defines the terms in connection with the facilitation of data collection and sharing with the Triple P program at Metro Health and key community collaborators and practitioners, which support the Collaborative in having knowledge of the reach and scope of Triple P in the community; and

WHEREAS, furthermore, collection and analysis of the data ensures that practitioners and practitioner agencies are able to receive continuous feedback from the community and ensures that participants are having a high quality experience with each parenting intervention and continuously improves Triple P programming; and

WHEREAS, this Agreement delineates the Parties’ responsibilities in meeting the anticipated needs of P.E.A.C.E. Initiative and the City in order to promote the goals of the Collaborative and furthering public health; and

**NOW THEREFORE**, the Parties agree as follows:

**I. Purpose of the Agreement**

The purpose of this Agreement (MOA) is to provide Triple P program participant data to City’s Violence Prevention Triple P Program in support of the prevention of child abuse and domestic violence within Bexar County. The data will be utilized for purposes of data analysis and reporting Triple P demographic data reported by P.E.A.C.E. Initiative to produce individual agency reports in addition to monthly aggregate reports. Metro Health will also be utilizing the data to provide reports to the Collaborative related to Triple P’s reach and scope in the community.

## **II. Definitions**

“Agreement” means this Memorandum of Agreement, including all documents attached or incorporated by reference.

“Data” means the data provided by P.E.A.C.E. Initiative, whether that data originated in P.E.A.C.E. Initiative or in another entity, and any fields or variables derived from these data, on whatever media they shall exist.

## **III. Term and Termination**

3.1 **Term:** Unless terminated as provided for in this Agreement, this MOA will become effective on the signature date of the latter of the Parties to sign this MOA, and end on September 30, 2023. The parties may renew this agreement for two additional one year terms. The renewals shall be in writing and signed by the Director of Metro Health or designee without further action by the San Antonio City Council.

3.2 **Termination:** The Parties agree that either Party may terminate this Agreement with or without cause upon 30 days written notice to the other Party.

## **IV. P.E.A.C.E. Initiative’s Responsibilities**

4.1 P.E.A.C.E. Initiative agrees to provide City certain Data extracted from P.E.A.C.E. Initiative’s designated Triple P participant records which P.E.A.C.E. Initiative maintains.

4.2 Data to be provided to City shall be demographic, survey and assessment data collected by P.E.A.C.E. Initiative for all participants in P.E.A.C.E. Initiative’s Triple P classes (Level 2 Selected Seminars, Level 2 Selected Seminars Stepping Stones, Level 3 Discussion Groups, Level 3 Primary Care, Level 4 Group, Level 5 Pathways) for data analysis and reporting purposes. The Data will include the following for each participant:

- First and Last Name
- Email address
- Phone number
- ZIP code
- Gender identity
- Race and ethnicity
- Primary language spoken in the household
- Number of children in the household ages 0 to 5
- Number of children in the household ages 6 to 9
- Number of children in the household ages 10 to 12
- Number of children in the household ages 13 and older
- Relationship to children in the household
- Individual satisfaction survey responses consistent with the attached Attachment I satisfaction survey questions attached hereto and incorporated for all purposes.
- Pre- and post- assessment data for Level 4 and Level 5 program participants consistent with the attached Attachment II assessment questions attached hereto and incorporated for all purposes.

City may request changes or additional demographic variables by submitting the request to P.E.A.C.E. Initiative for review and approval.

4.3 P.E.A.C.E. Initiative will deliver the Data to City by using a P.E.A.C.E. Initiative folder on the City’s Sharepoint that only selected P.E.A.C.E. Initiative staff and the Triple P program staff at Metro Health will have

access to view and edit. Data for Level 2 Selected Seminars, Level 2 Selected Seminars Stepping Stones, and Level 3 Discussion Groups classes will be due the 3rd Monday of every month for the preceding month in which classes were held. Data for Level 3 Primary Care, Level 4 Group, Level 4 Standard, and Level 5 Pathways will be due the 3rd Monday of every month for the preceding month in which the final session in the series was completed.

## V. City Responsibilities

- 5.1 City will provide support by analyzing satisfaction survey data from participants, including participants' view of the quality of the session, whether they intend to utilize the strategies learned with their families, etc.
- 5.2 City will provide data analysis and reporting for Triple P Data reported by P.E.A.C.E. Initiative to produce individual agency reports in addition to monthly aggregate reports.
- 5.3 City will provide assistance to help design data collection, assessment, and satisfaction survey forms.
- 5.4 City will provide reports of aggregate information to the Collaborative to be used by the Collaborative to determine the reach and scope of Triple P in the community and help identify gaps in coverage, identify new partners and ensure the community is equitably served.
- 5.5 Access to the information provided by P.E.A.C.E. Initiative will be restricted to authorized staff who need it to perform the work requiring access to the information as detailed in the purpose of this Agreement.
- 5.6 Data provided by P.E.A.C.E. Initiative will be maintained by City consistent with applicable retention schedules.

## VI. Indemnification

6.1 **Indemnification:** P.E.A.C.E. INITIATIVE 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 P.E.A.C.E. INITIATIVE'S activities under this Agreement, including any acts or omissions of P.E.A.C.E. INITIATIVE, any agent, officer, director, representative, employee, consultant or subcontractor of P.E.A.C.E. INITIATIVE, 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 P.E.A.C.E. INITIATIVE 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.

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. P.E.A.C.E. INITIATIVE shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or P.E.A.C.E. INITIATIVE known to P.E.A.C.E. INITIATIVE related to or arising out of P.E.A.C.E. INITIATIVE's activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at P.E.A.C.E. INITIATIVE's cost. The CITY

shall have the right, at its option and at its own expense, to participate in such defense without relieving P.E.A.C.E. INITIATIVE of any of its obligations under this paragraph.

Defense Counsel - City shall have the right to select or to approve defense counsel to be retained by P.E.A.C.E. INITIATIVE in fulfilling its obligation hereunder to defend and indemnify City, unless such right is expressly waived by City in writing. P.E.A.C.E. INITIATIVE 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 P.E.A.C.E. INITIATIVE fails to retain Counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and AVANCE 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.

## VII. Insurance

7.1 A) Prior to the commencement of any work under this Agreement, P.E.A.C.E. Initiative shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to Metro Health, which shall be clearly labeled "Memorandum of Agreement- Triple P program" in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must be signed by the Authorized Representative of the carrier, and list the agent's signature and phone number. The certificate shall be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the City. The 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 the City's Risk Manager, shall have authority to waive this requirement.

B) The City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will City allow modification whereby City may incur increased risk.

C) A Contractor's financial integrity is of interest to the City; therefore, subject to P.E.A.C.E. Initiative's right to maintain reasonable deductibles in such amounts as are approved by the City, P.E.A.C.E. Initiative shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at P.E.A.C.E. Initiative's sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized 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:

<i><b>INSURANCE TYPE</b></i>	<i><b>LIMITS</b></i>
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	For Bodily Injury and Property Damage \$500,000 per occurrence; \$1,000,000 general aggregate, or its equivalent in Umbrella or Excess Liability Coverage must be on a per project aggregate.
*4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles	Combined Single Limit for Bodily Injury and Property Damage of \$500,000 per occurrence

c. Hired Vehicles	
5. Professional Liability	\$1,000,000 per claim damages by reason of any act, malpractice, error, or omission in the professional service.
*6. Cyber Liability	\$1,000,000 per claim \$2,000,000 general aggregate, or its equivalent in Umbrella or Excess Liability Coverage.
*If Applicable	

D) As they apply to the limits required by the City, the City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page, and all required endorsements. P.E.A.C.E. Initiative shall be required to comply with any such requests and shall submit requested documents to City at the address provided below within 10 days. P.E.A.C.E. Initiative shall pay any costs incurred resulting from provision of said documents.

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

E) P.E.A.C.E. Initiative agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:

- Name the City, 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 the City, with the exception of the workers' compensation and professional liability policies;
- Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;
- Workers' compensation, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of the City.
- Provide advance written notice directly to City of any suspension or non-renewal in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

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

G) In addition to any other remedies the City may have upon P.E.A.C.E. Initiative's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order P.E.A.C.E. Initiative to stop work hereunder, and/or withhold any payment(s) which become due to P.E.A.C.E. Initiative hereunder until P.E.A.C.E. Initiative demonstrates compliance with the requirements hereof.

H) Nothing herein contained shall be construed as limiting in any way the extent to which P.E.A.C.E. Initiative may be held responsible for payments of damages to persons or property resulting from P.E.A.C.E. Initiative's or its subcontractors' performance of the work covered under this Agreement.

I) It is agreed that P.E.A.C.E. Initiative's insurance shall be deemed primary and non-contributory with respect to any insurance or self-insurance carried by the City of San Antonio for liability arising out of operations under this Agreement.

J) It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement and that no claim or action by or on behalf of the City shall be limited to insurance coverage provided.

**VII. General Provisions**

7.1 **Confidentiality:** The Parties will comply with all applicable state and federal laws relating to the privacy and confidentiality of the Data and records. The Parties will use confidential Data under this MOA only for purposes as described in this MOA and as otherwise allowed by law. To the extent allowed by law, City will maintain the confidentiality of all information gained by reason of this Agreement. The Parties acknowledge that City as a Texas municipality is subject to public information laws, including the Texas Public Information Act and shall process all record requests in accordance with such laws.

7.2 **Ownership of Documents:** Any and all writings, reports, documents or information in whatsoever form and character produced by City pursuant to the provisions of this Agreement is the exclusive property of City without limitation; and no such writing, document or information shall be the subject of any copyright or proprietary claim by P.E.A.C.E. Initiative. P.E.A.C.E. Initiative 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.

7.3 **Compensation:** No fees or expenses shall be exchanged between the City and P.E.A.C.E. Initiative for the activities set out under this Agreement. The City will not be charged for any services performed by P.E.A.C.E. Initiative in connection with the activities covered by this Agreement or have any obligation to pay the salaries or expenses of any P.E.A.C.E. Initiative personnel. Any costs and expenses incurred under the terms of this MOA will be paid by the Party incurring the cost or expense.

7.4 **Notice:** All notices, requests, demands and other communications required or permitted to be given or made under this Agreement shall be in writing, shall be effective upon receipt or attempted delivery, and shall be sent by (a) personal delivery; (b) certified or registered United States mail, return receipt requested; or (c) overnight delivery service with proof of delivery. Notices shall be sent to the addresses below:

**City:**

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

**P.E.A.C.E. Initiative**

P.E.A.C.E. Initiative  
Attn: Patricia Castillo, Executive Director  
903 Billy Mitchell Blvd., Suite 100  
San Antonio, TX 78226

7.5 **Independent Contractor:** P.E.A.C.E. Initiative is an independent contractor, and neither P.E.A.C. E. Initiative nor any of its agents, representatives, staff or employees shall be considered agents, representatives, or employees of the City. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relations between the parties hereto. P.E.A.C.E. Initiative shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes or benefits. City shall not provide P.E.A.C.E. Initiative staff any salaries, insurance or other benefits.

7.6 **Non-Discrimination:** As a party to this contract, P.E.A.C.E. Initiative 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

7.7 **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 P.E.A.C.E. Initiative.

7.8 **Licenses/Certifications:** P.E.A.C.E. Initiative warrants and certifies that P.E.A.C.E. Initiative 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.

7.9 **Compliance:** P.E.A.C.E. Initiative shall provide and perform all services under this Agreement in compliance with all applicable federal, state and local laws, rules and regulations and shall comply with standards, guidelines, and policies of the City and Metro Health.

7.10 **Assignment:** This Agreement is not assignable by either party without the prior written consent of the other party. Any assignment without such written consent shall be void.

7.11 **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.

7.12 **Texas Law to Apply/Venue:** This Agreement shall be construed under and in accordance with the laws of the United States and the State of Texas.

7.13 **Legal Construction:** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

7.14 **Entire Agreement:** The final and entire Memorandum of Agreement between the parties hereto and contains 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 hereof, and duly executed by the parties.

WITNESS OF WHICH this Memorandum of Agreement has been executed on this the

\_\_\_\_\_ day of \_\_\_\_\_, 2022.

**City of San Antonio**

**P.E.A.C.E. Initiative**

\_\_\_\_\_  
Claude A. Jacob  
Health Director

DocuSigned by:  
  
C800251801A9402  
\_\_\_\_\_  
Patricia Castillo  
Executive Officer

\_\_\_\_\_  
Date

8/30/2022

\_\_\_\_\_  
Date

Approved as to form:

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





CITY OF SAN ANTONIO  
METROPOLITAN HEALTH DISTRICT



**Triple P Seminars Satisfaction Survey**

1. Name

---

2. When did you attend a Triple P Seminar? (MM/DD/YY)

---

3. Who was the presenter for this Triple P Seminar?

---

4. How would you rate the quality of the seminar presentation? (please circle)

Excellent

Good

Fair

Poor

5. Did the seminar provide enough opportunities for questions? (please circle)

Yes, definitely

Yes, generally

No, not really

No, definitely not

6. Was the seminar interesting to you? (please circle)

Yes, definitely

Yes, generally

No, not really

No, definitely not

7. Did the presenter use clear examples to represent parenting issues? (please circle)

Yes, definitely

Yes, generally

No, not really

No, definitely not

8. Did the presenter provide clear explanations? (please circle)

Yes, definitely

Yes, generally

No, not really

No, definitely not

9. Were you provided with enough information to effectively use the parenting advice you heard about? (please circle)

Yes, definitely

Yes, generally

No, not really

No, definitely not

10. Overall, how would you rate the content of the seminar? (please circle)

Excellent

Good

Fair

Poor

11. Was the seminar helpful in gaining an understanding of what you can do to help your child learn new skills and behavior? (please circle)

Yes, definitely

Yes, generally

No, not really

No, definitely not

12. Do you intend to use the parenting advice you received? (please circle)

Yes, definitely

Yes, generally

No, not really

No, definitely not

13. In your opinion, what is one thing parents in San Antonio need to be successful?

---

14. Do you have any comments, questions, or concerns related to this Triple P discussion group that you would like to share with us?

---

---



## 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.



# Triple P – Positive Parenting Program®

## Scoring key for the DASS-21

Depression Scale	Anxiety Scale	Stress Scale
3 .....	2 .....	1 .....
5 .....	4 .....	6 .....
10 .....	7 .....	8 .....
13 .....	9 .....	11 .....
16 .....	15 .....	12 .....
17 .....	19 .....	14 .....
21 .....	20 .....	18 .....
Total .....	Total .....	Total .....

Overall Total (Depression + Anxiety + Stress) = .....

Multiply scores by 2 to produce full (42-item) scores.

Add all scores for all items in each scale to obtain scale totals (min = 0; max = 42).

# Triple P – Positive Parenting Program®



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

Note: Copyright 2001 by the *Parenting and Family Support Centre*, The University of Queensland, Australia.  
Adapted with permission.



# Triple P – Positive Parenting Program®

## Scoring key for the Parenting Tasks Checklist

All 28 items are rated from 0 to 100, with high scores indicating greater confidence. There are two factors: Setting Self-efficacy and Behavioural Self-efficacy.

### Setting Self-efficacy Scale

- 1.....
- 2.....
- 4.....
- 6.....
- 8.....
- 9.....
- 11.....
- 14.....
- 15.....
- 18.....
- 20.....
- 22.....
- 24.....
- 27.....

Total .....

Total Scale Score

(Total ÷ 14) .....

### Behavioural Self-efficacy Scale

- 3.....
- 5.....
- 7.....
- 10.....
- 12.....
- 13.....
- 16.....
- 17.....
- 19.....
- 21.....
- 23.....
- 25.....
- 26.....
- 28.....

Total .....

Total Scale Score

(Total ÷ 14) .....



## Triple P – Positive Parenting Program®

### 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	<input checked="" type="radio"/>	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.



## Triple P – Positive Parenting Program®

### Scoring key for the Parenting Scale

All 30 items are scored on a 7-point scale, with low scores indicating good parenting and high scores indicating dysfunctional parenting. There are three factors on the Parenting Scale: Laxness (LX), Over-reactivity (OR), and Hostility (HS). There are several items that are not on a factor (NF). Items are listed below by factor and it is noted whether the 'ideal' anchor is on the left (L) or the right-hand (R) side. If the 'ideal' anchor is on the left, the left anchor is scored 1. If the 'ideal' anchor is on the right, scoring is reversed and the right anchor is scored 1 rather than 7. The total score is the sum of all items divided by 30. To achieve a factor score, sum the items in that factor and divide by the number of items in that factor.

#### Laxness Scale (LX)

12-L 16-L 19-R 21-L 30-R 

#### Over-reactivity Scale (OR)

3-R 6-R 10-R 14-R 17-R 

#### Hostility Scale (HS)

18-L 25-L 28-L 

LX sum .....

OR sum .....

HS sum .....

Factor Score

(Sum ÷ 5) .....

Factor Score

(Sum ÷ 5) .....

Factor Score

(Sum ÷ 3) .....

#### No Factor (NF)

1-L 2-R 4-L 5-L 7-L 8-L 9-R 11-L 13-R 15-L 20-R 22-L 23-R 24-L 26-R 27-R 29-L 

NF sum .....

Total (LX + OR + HS + NF) .....

Total Scale Score (Total ÷ 30) .....

MH  
12/01/22  
Item No. 27

# Attachment III

**MEMORANDUM OF AGREEMENT  
BETWEEN  
THE CITY OF SAN ANTONIO ON BEHALF OF THE SAN ANTONIO METROPOLITAN HEALTH  
DISTRICT AND  
UNITED WAY OF SAN ANTONIO AND BEXAR COUNTY**

This Memorandum of Agreement (Agreement) is entered into by and between the City of San Antonio (City) a Texas Municipal Corporation, on behalf of the San Antonio Metropolitan Health District (Metro Health), and United Way of San Antonio and Bexar County (Center), a nonprofit organization.

WHEREAS, the Triple P – Positive Parenting Program (Triple P) is a parenting and family support system designed to prevent as well as treat behavioral and emotional problems in children and teenagers; and

WHEREAS, the Triple P Providers Collaborative (Collaborative) is a group of agencies and organizations in San Antonio and Bexar County that implement Triple P; and

WHEREAS, the Collaborative is led by the Violence Prevention Section Triple P program (Triple P program) at Metro Health and focuses on coordinating training, professional development, and peer support for Triple P practitioners and also supports the Collaborative in standardizing demographic and satisfaction survey data collection for reporting; and

WHEREAS, the Collaborative meets on a monthly basis to discuss implementation, share resources, and discuss the reach and scope of Triple P classes in the community; and

WHEREAS, in addition, the Triple P program at Metro Health provides training, peer support, and other professional development for the Triple P practitioners who work for the agencies and organizations in the Collaborative; and

WHEREAS, participants in the Collaborative include AVANCE San Antonio, Inc., Healthy Neighborhoods at Metro Health, Healthy Start at Metro Health, COSA Head Start, United Way of San Antonio and Bexar County, Family Service, The P.E.A.C.E. Initiative, Empower House, Guardian House, San Antonio Council on Alcohol and Drug Awareness (SACADA), and Madonna Center, Inc.; and

WHEREAS, Center and the City participate in the Collaborative; and

WHEREAS, this Agreement defines the terms in connection with the facilitation of data collection and sharing with the Triple P program at Metro Health and key community collaborators and practitioners, which support the Collaborative in having knowledge of the reach and scope of Triple P in the community; and

WHEREAS, furthermore, collection and analysis of the data ensures that practitioners and practitioner agencies are able to receive continuous feedback from the community and ensures that participants are having a high quality experience with each parenting intervention and continuously improves Triple P programming; and

WHEREAS, this Agreement delineates the Parties' responsibilities in meeting the anticipated needs of Center and the City in order to promote the goals of the Collaborative and furthering public health; and

**NOW THEREFORE**, the Parties agree as follows:

**I. Purpose of the Agreement**

The purpose of this Agreement (MOA) is to provide Triple P program participant data to City's Violence Prevention Triple P Program in support of the prevention of child abuse and domestic violence within Bexar County. The data will be utilized for purposes of data analysis and reporting Triple P demographic data reported by Center to produce individual agency reports in addition to monthly aggregate reports. Metro Health will also be utilizing the data to provide reports to the Collaborative related to Triple P's reach and scope in the community.

## **II. Definitions**

“Agreement” means this Memorandum of Agreement, including all documents attached or incorporated by reference.

“Data” means the data provided by Center, whether that data originated in Center or in another entity, and any fields or variables derived from these data, on whatever media they shall exist.

## **III. Term and Termination**

3.1 **Term:** Unless terminated as provided for in this Agreement, this MOA will become effective on the signature date of the latter of the Parties to sign this MOA, and end on September 30, 2023. The Parties may renew this agreement for two additional one year terms. The renewals shall be in writing and signed by the Director of Metro Health or designee without further action by the San Antonio City Council.

3.2 **Termination:** The Parties agree that either Party may terminate this Agreement with or without cause upon 30 days written notice to the other Party.

## **IV. Center’s Responsibilities**

4.1 Center agrees to provide City certain Data extracted from Center’s designated Triple P participant records which Center maintains.

4.2 Data to be provided to City shall be aggregate demographic and survey data collected by Center for all participants in Center’s Triple P classes (Level 2 Selected Seminars, Level 3 Discussion Groups, and Level 4 Group) for data analysis and reporting purposes. The Data will include the following for each participant:

- ZIP code
- Gender identity
- Race and ethnicity
- Primary language spoken in the household
- Number of children in the household ages 0 to 5
- Number of children in the household ages 6 to 9
- Number of children in the household ages 10 to 12
- Number of children in the household ages 13 and older
- Relationship to children in the household
- Individual satisfaction survey responses consistent with the attached Attachment I satisfaction survey questions attached hereto and incorporated for all purposes.

City may request changes or additional demographic variables by submitting the request to Center for review and approval.

4.3 Center will deliver the Data to City by using a Center folder on the City’s Sharepoint that only selected Center staff and the Triple P program staff at Metro Health will have access to view and edit. Data will be due the 3rd Monday of every month for the preceding month in which classes were held.

## **V. City Responsibilities**

5.1 City will provide data analysis and reporting for Triple P Data reported by Center to produce individual agency reports in addition to monthly aggregate reports.

5.2 City will provide reports of aggregate information to the Collaborative to be used by the Collaborative to determine the reach and scope of Triple P in the community and help identify gaps in coverage, identify new partners and ensure the community is equitably served.

5.4 Access to the information provided by Center will be restricted to authorized staff who need it to perform the work requiring access to the information as detailed in the purpose of this Agreement.

5.5 Data provided by Center will be maintained by City consistent with applicable retention schedules.

## **VI. Indemnification**

6.1 **Indemnification:** CENTER 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 CENTER'S activities under this Agreement, including any acts or omissions of CENTER, any agent, officer, director, representative, employee, consultant or subcontractor of CENTER, 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 CENTER 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.

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. CENTER shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or CENTER known to CENTER related to or arising out of CENTER's activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at CENTER's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving CENTER of any of its obligations under this paragraph.

**Defense Counsel** - City shall have the right to select or to approve defense counsel to be retained by CENTER in fulfilling its obligation hereunder to defend and indemnify City, unless such right is expressly waived by City in writing. CENTER 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 CENTER fails to retain Counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and CENTER 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.

## **VII. Insurance**

7.1 No later than 30 days before the scheduled event, CENTER 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, CENTER 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.

CENTER shall obtain and maintain in full force and effect for the duration of this Agreement, at CENTER'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 CENTER claims to be self-insured, they must provide a copy of their declaration page so the CITY can review their deductibles:

<i><b>INSURANCE TYPE</b></i>	<i><b>LIMITS</b></i>
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. Damage to property rented to you *g. Sexual Abuse/Molestation	For Bodily Injury and Property Damage \$500,000 per occurrence; \$1,000,000 general aggregate, or its equivalent in Umbrella or Excess Liability Coverage must be on a per project aggregate.  f.\$100,000
*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.
*6. Cyber Liability	\$1,000,000 per claim \$1,000,000 general aggregate, or its equivalent in Umbrella or Excess Liability Coverage.
*If Applicable	

CENTER must require, by written contract, that all subcontractors providing goods or services under this Agreement obtain the same insurance coverages required of CENTER and provide a certificate of insurance and endorsement that names CENTER and CITY as additional insureds. Respondent 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. CENTER 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  
Attn: San Antonio Metropolitan Health District  
P.O. Box 839966  
San Antonio, Texas 78283-3966

CENTER'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.
- Center 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, CENTER shall provide a replacement Certificate of Insurance and applicable endorsements to CITY. CITY shall have the option to suspend CENTER'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 CENTER'S failure to provide and maintain any insurance or policy endorsements to the extent and within the time required, CITY may order CENTER to stop work and/or withhold any payment(s) which become due to CENTER under this Agreement until CENTER demonstrates compliance with requirements.

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

CENTER'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.

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

### **VIII. General Provisions**

8.1 **Confidentiality:** The Parties will comply with all applicable state and federal laws relating to the privacy and confidentiality of the Data and records. The Parties will use confidential Data under this MOA only for purposes as described in this MOA and as otherwise allowed by law. To the extent allowed by law, City will maintain the confidentiality of all information gained by reason of this Agreement. The Parties acknowledge that City as a Texas

municipality is subject to public information laws, including the Texas Public Information Act and shall process all record requests in accordance with such laws.

8.2 **Ownership of Documents:** Any and all writings, reports, documents or information in whatsoever form and character produced by City pursuant to the provisions of this Agreement is the exclusive property of City without limitation; and no such writing, document or information shall be the subject of any copyright or proprietary claim by Center. Center 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.

8.3 **Compensation:** No fees or expenses shall be exchanged between the City and Center for the activities set out under this Agreement. The City will not be charged for any services performed by Center in connection with the activities covered by this Agreement or have any obligation to pay the salaries or expenses of any Center personnel. Any costs and expenses incurred under the terms of this MOA will be paid by the Party incurring the cost or expense.

8.4 **Notice:** All notices, requests, demands and other communications required or permitted to be given or made under this Agreement shall be in writing, shall be effective upon receipt or attempted delivery, and shall be sent by (a) personal delivery; (b) certified or registered United States mail, return receipt requested; or (c) overnight delivery service with proof of delivery. Notices shall be sent to the addresses below:

**City:**

**City of San Antonio**  
San Antonio Metropolitan Health District  
Attn: Director  
100 W. Houston, 14<sup>th</sup> floor  
San Antonio, TX 78205

**United Way of San Antonio and Bexar County:**

**United Way of San Antonio and Bexar County**  
Attn: Jeniffer Richardson, Senior Vice President of  
Strategic Initiatives and Public Policy  
700 S. Alamo Street  
San Antonio, TX 78205

8.5 **Independent Contractor:** Center is an independent contractor, and neither Center nor any of its agents, representatives, staff or employees shall be considered agents, representatives, or employees of the City. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relations between the parties hereto. Center shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes or benefits. City shall not provide Center staff any salaries, insurance or other benefits.

8.6 **Non-Discrimination:** As a party to this contract, Center 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

8.7 **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 Center.

8.8 **Licenses/Certifications:** Center warrants and certifies that Center 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.

8.9 **Compliance:** Center shall provide and perform all services under this Agreement in compliance with all applicable federal, state and local laws, rules and regulations and shall comply with standards, guidelines, and policies of the City and Metro Health.

8.10 **Assignment:** This Agreement is not assignable by either party without the prior written consent of the other party. Any assignment without such written consent shall be void.

8.11 **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.

8.12 **Texas Law to Apply/Venue:** This Agreement shall be construed under and in accordance with the laws of the United States and the State of Texas.

8.13 **Legal Construction:** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

8.14 **Entire Agreement:** The final and entire Memorandum of Agreement between the parties hereto and contains 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 hereof, and duly executed by the parties.

WITNESS OF WHICH this Memorandum of Agreement has been executed on this the

\_\_\_\_\_ day of \_\_\_\_\_, 2022.

**City of San Antonio**

**United Way of San Antonio and Bexar County**

\_\_\_\_\_  
Claude A. Jacob  
Health Director

\_\_\_\_\_  
Jeniffer Richardson, DM, MAOM  
Senior Vice President of Strategic Initiatives and  
Public Policy

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Approved as to form:

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

**PREVENTION AND EARLY INTERVENTION (PEI) DIVISION  
PROGRAM EXPERIENCE SURVEY  
(\*INDICATES REQUIRED FIELD)**

PROGRAM STAFF USE ONLY	
First Name:	Last Name:
Enrollment ID No.:	Today's Date:
Has this family member completed the program? Yes <input type="checkbox"/> No <input type="checkbox"/>	

**Thank you for taking the time to fill out this survey!** The information will be used to evaluate the program. For each of the questions, please answer in your own opinion or experience instead of trying to answer for other members of your family. Please answer honestly. There are no right or wrong answers. If you have any questions about one of the statements or the answer scale, ask one of the program staff. Please do not skip a question.

	Question	Not Answered	Strongly Agree	Agree	Undecided/ Neutral	Disagree	Strongly Disagree	(N/A) Not Applicable
1	Overall, participating in this program helped me and/or my family							
2	Overall, I found value in participating in this program							
3	Overall, this program has equipped me with the tools and/or resources to be a better parent/family							
4	This program helped me learn about community resources and/or events that helped me and/or my child/family							
5	The information provided to me in this program was presented to me in a language that I am comfortable with							
6	The location of services was convenient for me and/or my family							
7	Services were available at times that were convenient for me and/or my family							
8	This program encouraged families in the program to support each other							
9	As a result of the services I received, I know people who will listen and understand me when I need to talk							

(SURVEY CONTINUED)

**PREVENTION AND EARLY INTERVENTION (PEI) DIVISION  
PROGRAM EXPERIENCE SURVEY  
(\*INDICATES REQUIRED FIELD)**

ATTACHMENT I

Question	Comments
What has been the most helpful thing about the services you and/or your child received?	
What would improve the services you received?	
What did you like most about the program?	
What would improve the program you received?	