

STATE OF TEXAS
COUNTY OF BEXAR

§
§
§

CITY OF SAN ANTONIO
PROFESSIONAL SERVICES
AGREEMENT

This Professional Services Agreement (Agreement) is entered into between the City of San Antonio (CITY), a Texas Municipal Corporation, on behalf of the San Antonio Metropolitan Health District (hereinafter referred to as (METRO HEALTH), and Triple P America, Inc. ("CONTRACTOR"), hereinafter collectively referred to as "the Parties."

WHEREAS, preventing and reducing violence has been identified as a core priority of METRO HEALTH; and

WHEREAS, in addition to the immediate harm caused by child abuse, experiencing abuse as a child is strongly associated with experiencing domestic violence as an adult, either as a perpetrator or a victim; and

WHEREAS, Bexar County continues to report increases in child abuse; and

WHEREAS, continuing child abuse predicts a future with sustained violence in San Antonio; and

WHEREAS, the *Triple P Parenting Program* ("Triple P Program") is one of only two programs identified to work at a population level to reduce child abuse and maltreatment; and

WHEREAS, most parenting programs operate at the individual or family unit level using clinical practices to provide targeted intervention; and

WHEREAS, though many are useful for the population served, generally these programs fail to achieve shifts in outcomes at the level of a city or county; and

WHEREAS, the Triple P Program utilizes a multi-level integrated system of interventions to support a change of population norms and practices; and

WHEREAS, CONTRACTOR is engaged in the training and implementation of the Triple P Program; and

WHEREAS, in an effort to reduce risks for child abuse and neglect, METRO HEALTH desires CONTRACTOR to provide services for implementation of the Triple P Program in order to promote the mission of METRO HEALTH's Healthy Start and Violence Prevention Programs; and

WHEREAS, the CONTRACTOR represents that it possesses the knowledge, ability, professional skills, and qualifications to perform this work in an expeditious and economical manner consistent with CITY's interests;

NOW THEREFORE, in consideration of the promises, mutual covenants, and agreements contained herein, the parties agree as follows:

DEFINITIONS

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

§ 1

"CITY" is defined in the preamble of this Agreement and includes its successors and assigns.

"CONTRACTOR" is defined in the preamble of this Agreement and includes its successors and assigns.

"Director" shall mean the director of City's METRO HEALTH.

"Healthy Start Program" is defined as the U.S. Department of Health and Human Services' (DHHS) Healthy Start Program Grant which provides some of the funding for this Agreement.

I. TERM

1.1 The term of this Agreement shall commence on February 1, 2020 and end on September 30, 2020.

1.2 If funding for the entire Agreement is not appropriated at the time this Agreement is entered into, CITY retains the right to terminate this Agreement at the expiration of each of CITY's budget periods, and any additional contract period beyond the initial term set forth in 1.1 is subject to and contingent upon subsequent appropriation.

1.3 CONTRACTOR further agrees and understands that the CITY expects to pay some of the obligations of this Agreement from DHHS Healthy Start Program Grant funding. Accordingly, if funding is not received by CITY in a sufficient amount to pay any of CITY's obligations under the terms of this Agreement, then this Agreement will terminate and neither CITY nor CONTRACTOR will have any further obligations hereunder. Lack of funding is not and will not be considered a breach of this Agreement.

II. SCOPE OF SERVICES

2.1 CONTRACTOR agrees to provide the following services in exchange for the compensation described in Article II:

2.1.1 Provide services in accordance with the following:

A. CONTRACTOR shall conduct training for implementation of the Triple P Program in San Antonio as set out below:

1). Level 2 Selected Seminars

CONTRACTOR shall conduct two training workshop series in Triple P Program Level 2 Selected Seminars. Each workshop series will include one training course that lasts two full days, a pre-accreditation workshop that lasts one full day, and an accreditation workshop that lasts one-half day. Attendees must attend the training course (both days) and perform satisfactorily on the competency assessments at the accreditation workshop in order to become Accredited Triple P Program Providers.

The full schedule for each Level 2 Selected Seminars workshop series is as follows:

Selected Seminars - Series 1

Training Course – February 3 and 4, 2020 9:00 AM to 4:30 PM

B.T.

Pre-Accreditation Workshop – March 2, 2020 9:00 AM to 4:30 PM
Accreditation Workshop – March 23, 2020 (morning or afternoon)
Location: Las Palmas Library Meeting Room (515 Castroville Road,
San Antonio TX 78237)

Selected Seminars – Series 2

Training Course – February 10 and 11, 2020 9:00 AM to 4:30 PM
Pre-Accreditation Workshop – March 3, 2020 9:00 AM to 4:30 PM
Accreditation Workshop – March 30, 2020 (morning or afternoon)
Location: Las Palmas Library Meeting Room (515 Castroville Road,
San Antonio TX 78237)

2). Level 3 Discussion Groups

CONTRACTOR shall conduct two training workshop series in Triple P Program Level 3 Discussion Groups. Each workshop series will include one training course that lasts one full day and an accreditation workshop that lasts one half day. Attendees must attend the training course and perform satisfactorily on the competency assessments at the accreditation workshop in order to become Accredited Triple P Providers.

The full schedule for each Level 3 Discussion Groups workshop series is as follows:

Discussion Groups – Series 1

Extension Course – February 5, 2020 9:00 AM to 4:30 PM
Accreditation Workshop – March 24, 2020 (morning or afternoon)
Location: Las Palmas Library Meeting Room (515 Castroville Road,
San Antonio TX 78237)

Discussion Groups – Series 2

Extension Course – February 12, 2020 9:00 AM to 4:30 PM
Accreditation Workshop – March 31, 2020 (morning or afternoon)
Location: Las Palmas Library Meeting Room (515 Castroville Road,
San Antonio TX 78237)

3). Level 3 Primary Care

CONTRACTOR shall conduct one training workshop series in Triple P Program Level 3 Primary Care. This workshop series will include one training course that lasts two full days, a pre-accreditation day that lasts one full day, and an accreditation workshop that lasts one half day. Attendees must attend the training course (both days) and perform satisfactorily on the competency assessments at the accreditation workshop in order to become Accredited Triple P Providers.

The full schedule for the Level 3 Primary Care workshop series is as follows:

B.T.

Primary Care

Training Course – February 6 and 7, 2020 9:00 AM to 4:30 PM

Pre-Accreditation Workshop – March 4, 2020 9:00 AM to 4:30 PM

Accreditation Workshop – March 25 or 26, 2020 (morning or afternoon)

Location: Pre-K 4 SA West Education Center (1235 Enrique M. Barrera Memorial Pkwy, San Antonio TX 78227)

- B. CONTRACTOR conduct training in accordance with the Triple P Program model, to include providing all workshop materials and providing accreditation for attendees successfully completing specific workshop levels. Up to twenty attendees to be determined by CITY may attend each workshop.
 - C. Training dates may change upon agreement of the parties. The City may change locations in coordination with CONTRACTOR.
- 2.1.2 CONTRACTOR shall develop a website specifically for Metro Health's Violence Prevention Program to include a dedicated landing page within the Triple P US Parent Website. CONTRACTOR shall set up the website, provide options for providers to promote their sessions and any ongoing site editing, hosting and maintenance of the site for one year from website deployment (CONTRACTOR shall notify CITY in writing of deployment date) consistent with the following:
- a. Provide for uploading provider sessions/locations to a map on the parent site (CITY shall be able to upload these details);
 - b. Provide printable clinical tools, such as parent worksheets and assessment measures;
 - c. Provide promotional tools;
 - d. Provide regularly updated video tips from Professor Matt Sanders;
 - e. Provide FAQs and answers, specific to each level of the Triple P Program;
 - f. Provide current research and program updates; and
 - g. Provide a portal giving access to ASRA, the Automated Scoring & Reporting Application
- 2.1.3 CONTRACTOR shall provide CITY with following implementation resource materials:
- a. 2,000 Seminar Tip Sheets;
 - b. 3,000 Discussion Group Booklets; and
 - c. 274 Primary Care Packets

All implementation resource materials shall be delivered to Metro Health at 515 Castroville Road, San Antonio, TX 78238 by March 15, 2020.

- 2.1.4 CONTRACTOR shall provide CITY with Level 1 Triple P Program media resources as follows: CONTRACTOR shall provide communications promotional materials - including design and prepress guidance for materials in English and Spanish: *Stay Positive* (SP) General brochure, 5 principles flyer, Poster sets (General + Five Steps), Seminar Brochure,

Primary Care brochure, Discussion Group brochure, Group brochure (excl. printing costs). This also includes creation of artwork such as communication materials, press adds, online ads, pull-up banners, billboards, promotional PPTs for waiting rooms) (note: local printing and distribution). For all materials, SP talent will be suggested based on CITY's community culture, and organizational logos and acknowledgements around CITY's implementation are included in the artwork. Communications project management support throughout the term of the agreement (digital media handling, strategy and marketing planning). CONTRACTOR shall also provide a Social Media Toolkit.

2.2 CONTRACTOR agrees to provide any and all documentation required by the CITY for inclusion in any report concerning CITY's Healthy Start Program. All work performed by CONTRACTOR hereunder shall be performed to the satisfaction of the Director. The determination made by Director shall be final, binding and conclusive on all Parties hereto. CITY shall be under no obligation to pay for any materials or work performed by CONTRACTOR, which is not satisfactory to Director. CITY shall have the right to terminate this Agreement, in accordance with Article V, in whole or in part, should CONTRACTOR's materials or work not be satisfactory to Director; however, CITY shall have no obligation to terminate and may withhold payment for any unsatisfactory materials or work, as stated herein, even should CITY elect not to terminate.

III. COMPENSATION TO CONTRACTOR

3.1 In consideration of CONTRACTOR's performance in a satisfactory and efficient manner, as determined solely by the Director, of all services and activities set forth in this Agreement, CITY agrees to pay CONTRACTOR a total amount not to exceed TWO HUNDRED EIGHTEEN THOUSAND ONE HUNDRED NINE DOLLARS (\$218,109.00) as total compensation, to be paid to CONTRACTOR in accordance with the following:

Deliverable #1: Completion of all workshop trainings set out in section 2.1.1- \$112,835.00

Deliverable #2: Completion and deployment of the website set out in section 2.1.2- \$8,000.00

Deliverable #3: Delivery of all implementation resource materials set out in section 2.1.3- \$77,274.00

Deliverable #4: Delivery of all media resources for Level 1 implementation as set out in section 2.1.4- \$20,000.00

3.2 CITY and CONTRACTOR agree that reimbursement for eligible services shall be made within thirty (30) days after the date on which CITY receives an invoice, which shall be submitted after submission, review and approval of each deliverable listed above, with appropriate documentation as required by CITY, from CONTRACTOR for said services.

3.3 No additional fees or expenses of CONTRACTOR shall be charged by CONTRACTOR nor be payable by CITY. The parties hereby agree that all compensable expenses of CONTRACTOR have been provided for in the total payment to CONTRACTOR as specified in section 3.1 above. Total payments to CONTRACTOR cannot exceed that amount set forth in section

B.T.

3.1 above, without prior approval and agreement of all parties evidenced in writing and approved consistent with appropriate CITY policy.

3.4 It is expressly understood and agreed by the CITY and CONTRACTOR that part of CITY's obligations under this Agreement are contingent upon the actual receipt of adequate grant funds from the U.S. Department of Health and Human Services' Healthy Start Program Grant to meet the CITY's liability hereunder. Lack of funding is not and shall not be considered a breach of this Agreement. If CITY does not receive adequate grant funds to pay obligations under this Agreement, then this Agreement shall terminate and neither CONTRACTOR nor CITY shall have any further obligations hereunder.

3.5 Final acceptance of materials, work products and services require written approval by CITY. The approval official shall be Director. Payment will be made to CONTRACTOR following written approval of the materials, final work products and services by Director. CITY shall not be obligated or liable under this Agreement to any party, other than CONTRACTOR, for the payment of any monies or the provision of any goods or services.

3.6 CONTRACTOR agrees to provide any and all documentation required for inclusion in any report concerning the U.S. Department of Health and Human Services Healthy Start Program Grant. All services required under this Agreement will be performed to CITY's satisfaction, and CITY will not be liable for any payment under this Agreement for services which are unsatisfactory and which have not been approved by CITY. The payment for services provided hereunder will not be paid until required reports, data, and documentation have been received and approved by the CITY.

IV. RECORDS RETENTION

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

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

4.3 The Public Information Act, Government Code Section 552.021, requires the CITY to make public information available to the public. Under Government Code Section 552.002(a), public information means information that is collected, assembled or maintained under a law or ordinance or in connection with the transaction of official business: 1) by a governmental body; or 2) for a governmental body and the governmental body owns the information or has a right of access to it. Therefore, if CONTRACTOR receives inquiries regarding documents within its possession pursuant to this Agreement, CONTRACTOR shall within twenty-four (24) hours of receiving the requests

A.T.

forward such requests to CITY for disposition. If the requested information is confidential pursuant to state or federal law, the CONTRACTOR shall submit to CITY the list of specific statutory authority mandating confidentiality no later than three (3) business days of CONTRACTOR'S receipt of such request. For the purposes of communicating and coordinating with regard to public information requests, all communications shall be made to the designated public information liaison for each Party. Each Party shall designate in writing to the other Party the public information liaison for its organization and notice of a change in the designated liaison shall be made promptly to the other Party.

IV. TERMINATION

5.1 For purposes of this Agreement, "termination" of this Agreement shall mean termination by expiration of the Agreement term as stated in Article I. Term or earlier termination pursuant to any of the provisions hereof.

5.2 Termination Without Cause. This Agreement may be terminated by CITY upon 14 days written notice, which notice shall be provided in accordance with the provisions of this Agreement. CITY will pay CONTRACTOR for all work or services provided up to the day of termination, subject to submission of an invoice by CONTRACTOR and approval and acceptance of work by CITY.

5.3 CITY's Termination For Cause. Upon written notice, which notice shall be provided in accordance with the provisions of this Agreement, CITY may terminate this Agreement as of the date provided in the notice, in whole or in part, upon the occurrence of one or more of the following events, each of which shall constitute an event for cause under this Agreement:

- 5.3.1 The sale, transfer, pledge, conveyance or assignment of this Agreement without prior approval, as provided in Article IX. Assignment and Subcontracting.
- 5.3.2 Any material breach of the terms of this Agreement, as determined solely by CITY.

5.4 Defaults With Opportunity for Cure. Should CONTRACTOR default in the performance of this Agreement in a manner stated in this section 5.4 below, same shall be considered an event of default. CITY shall deliver written notice of said default specifying such matter(s) in default. CONTRACTOR shall have ten (10) business days after receipt of the written will: in accordance with Article XXIII. Notice, to cure such default. If CONTRACTOR fails to cure the default within such ten-day cure period. CITY shall have the right, without further notice, to terminate this Agreement in whole or in part as CITY deems appropriate, and to contract with another contractor to complete the work required in this Agreement. City shall also have the right to offset the cost of said new Agreement with a new contractor against CONTRACTOR's future or unpaid invoice(s), subject to the duty on the part of CITY to mitigate its losses to the extent required by law.

- 5.4.1 The sale, transfer, pledge, conveyance or assignment of this Agreement without prior approval, as provided in Article IX. Assignment and Subcontracting;
- 5.4.2 Bankruptcy or selling substantially all of company's assets;
- 5.4.3 Failing to perform or failing to comply with any covenant herein required;
- 5.4.4 Performing unsatisfactorily;
- 5.4.5 The failure to meet reporting requirements of the Healthy Start Program, as set out and determined by CITY;

D.T.

5.4.6 Notification of any investigation, claim or charge by a local, state or federal agency involving fraud, theft or the commission of a felony.

5.5 Termination By Law. If any state or federal law or regulation is enacted or promulgated which prohibits the performance of any of the duties herein, or, if any law is interpreted to prohibit such performance, this Agreement shall automatically terminate as of the effective date of such prohibition.

5.6 Regardless of how this Agreement is terminated, CONTRACTOR shall effect an orderly transfer to CITY or to such person(s) or firm(s) as the CITY may designate, at no additional cost to CITY, all completed or partially completed documents, papers, records, charts, reports, and any other materials or information produced as a result of or pertaining to the services rendered by CONTRACTOR, or provided to CONTRACTOR, hereunder, regardless of storage medium, if so requested by CITY, or shall otherwise be retained by CONTRACTOR in accordance with Article IV. Records Retention. Any record transfer shall be completed within thirty (30) calendar days of a written request by CITY and shall be completed at CONTRACTOR's sole cost and expense. Payment of compensation due or to become due to CONTRACTOR is conditioned upon delivery of all such documents, if requested by CITY.

5.7 Upon the effective date of expiration or termination of this Agreement, CONTRACTOR shall cease all operations of work being performed by CONTRACTOR or any of its subcontractors pursuant to this Agreement.

5.8 Termination not sole remedy. In no event shall CITY's action of terminating this Agreement, whether for cause or otherwise, be deemed an election of CITY's remedies, nor shall such termination limit, in any way, at law or at equity, CITY's right to seek damages from or otherwise pursue CONTRACTOR for any default hereunder or other action.

IV. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY


6.1 Any and all writings, documents or information in whatsoever form and character produced by CONTRACTOR pursuant to the provisions of this Agreement is the exclusive property of CITY; and no such writing, document or information shall be the subject of any copyright or proprietary claim by CONTRACTOR.

6.2 CONTRACTOR understands and acknowledges that as the exclusive owner of any and all such writings, documents and information, CITY has the right to use all such: writings, documents and information as CITY desires, without restriction.

6.3 Any intellectual property created by CONTRACTOR under this agreement. Including, but not limited to artwork, logos and designs, shall be the property of the CITY as a "work-for-hire." If requested, CONTRACTOR shall execute any documents necessary to assign the intellectual property rights to the CITY subsequent to the execution of this agreement.

6.4 CONTRACTOR agrees to comply with all applicable federal, state and local laws, rules and regulations governing documents and ownership, access and retention thereof.

VII. INSURANCE

7.1 Prior to the commencement of any work under this Agreement, CONTRACTOR shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the City's Health Department, which shall be clearly labeled "Triple P America, Inc. Agreement" 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 the CITY's Health Department. No officer or employee, other than the CITY's Risk Manager, shall have authority to waive this requirement.

7.2 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.

7.3 A Contractor's financial integrity is of interest to the CITY; therefore, subject to CONTRACTOR's right to maintain reasonable deductibles in such amounts as are approved by the CITY, CONTRACTOR shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at CONTRACTOR'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:

INSURANCE TYPE	LIMITS
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	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.
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 (Claims-made Coverage)	\$1,000,000 per claim damages by reason of any act, malpractice, error, or omission in the professional service. Coverage to be maintained and in effect for no less than two years subsequent to the completion of the professional service.

7.4 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. CONTRACTOR shall be required to comply with any such requests and shall submit requested documents to CITY at the address provided below within 10 days. CONTRACTOR shall pay any costs incurred resulting from provision of said documents.

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

7.5 CONTRACTOR 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.

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

7.7 In addition to any other remedies the CITY may have upon CONTRACTOR'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 CONTRACTOR to stop work hereunder, and/or withhold any payment(s) which become due to CONTRACTOR hereunder until CONTRACTOR demonstrates compliance with the requirements hereof.

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

7.9 It is agreed that CONTRACTOR'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.

g.f.

7.10 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. INDEMNIFICATION

8.1 CONTRACTOR covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to CONTRACTOR'S activities under this Agreement, including any acts or omissions of CONTRACTOR, any agent, officer, director, representative, employee, contractor or subcontractor of CONTRACTOR, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT CONTRACTOR AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. CONTRACTOR shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or CONTRACTOR known to CONTRACTOR related to or arising out of CONTRACTOR's activities under this Agreement and shall see to the investigation and defense of such claim or demand at CONTRACTOR's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving CONTRACTOR of any of its obligations under this paragraph.

8.2 Defense Counsel - CITY shall have the right to select or to approve defense counsel to be retained by CONTRACTOR in fulfilling its obligation hereunder to defend and indemnify CITY, unless such right is expressly waived by CITY in writing. CONTRACTOR shall retain CITY approved defense counsel within seven (7) business days of CITY's written notice that CITY is invoking its right to indemnification under this Agreement. If CONTRACTOR fails to retain Counsel within such time period, CITY shall have the right to retain defense counsel on its own behalf, and CONTRACTOR shall be liable for all costs incurred by CITY. CITY shall also have the right, at its option, to be represented by advisory counsel of its own selection and at its own expense, without waiving the foregoing.

8.3 Employee Litigation - In any and all claims against any party indemnified hereunder by any employee of CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation herein provided shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for CONTRACTOR or any subcontractor under worker's compensation or other employee benefit acts.

D.T.

IX. ASSIGNMENT AND SUBCONTRACTING

9.1 CONTRACTOR shall supply qualified personnel as may be necessary to complete the work to be performed under this Agreement. Persons retained to perform work pursuant to this Agreement shall be considered the employees or contractors of CONTRACTOR. CONTRACTOR, its employees or its subcontractors shall perform all necessary work.

9.2 It is CITY understands that this Agreement is made in reliance thereon that CONTRACTOR does not intend to use subcontractors in the performance of this Agreement. Any deviation from this subcontractor list, whether in the form of deletions, additions or substitutions shall be approved by CITY, prior to the provision of any services by said subcontractor.

9.3 Any work or services approved for subcontracting hereunder shall be subcontracted only by written contract and, unless specific waiver is granted in writing by the CITY, shall be subject by its terms to each and every provision of this Agreement. Compliance by subcontractors with this Agreement shall be the responsibility of CONTRACTOR. CITY shall in no event be obligated to any third party, including any subcontractors of CONTRACTOR, for performance of services or payment of fees. Any references in this Agreement to an assignee, transferee, or subcontractor, indicate only such an entity as has been approved by the CITY.

9.4 Except as otherwise stated herein, CONTRACTOR may not sell, assign, pledge, transfer or convey any interest in this Agreement, nor delegate the performance of any duties hereunder, by transfer, by subcontracting or any other means, without the consent of the CITY. As a condition of such consent, if such consent is granted, CONTRACTOR shall remain liable for completion of the services outlined in this Agreement in the event of default by the successor CONTRACTOR, assignee, transferee or subcontractor.

9.5 Any attempt to transfer, pledge or otherwise assign this Agreement without said written approval, shall be void-ab initio and shall confer no rights upon any third person. Should CONTRACTOR assign, transfer, convey, delegate, or otherwise dispose of any part of all or any part of its right, title or interest in this Agreement, CITY may, at its option, cancel this Agreement and all rights, titles and interest of CONTRACTOR shall thereupon cease and terminate, in accordance with Article V. Termination, notwithstanding any other remedy available to CITY under this Agreement. The violation of this provision by CONTRACTOR shall in no event release CONTRACTOR from any obligation under the terms of this Agreement, nor shall it relieve or release CONTRACTOR from the payment of any damages to CITY, which CITY sustains as a result of such violation.

X. INDEPENDENT CONTRACTOR

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

XI. CONFLICT OF INTEREST

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

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

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

XII. AMENDMENTS

12.1 Except where the terms of this Agreement expressly provide otherwise, any alterations, additions, or deletions to the terms hereof, shall be effected by amendment, in writing, executed by both CITY and CONTRACTOR, and, as necessary, subject to approval by the City Council evidenced by passage of an Ordinance.

XIII. SEVERABILITY

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

XIV. LICENSES/CERTIFICATIONS

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

J.T.

XV. COMPLIANCE AND MONITORING

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

15.2 CONTRACTOR agrees that CITY may carry out reasonable monitoring and evaluation activities, and CONTRACTOR shall provide reasonable access to CITY for such activities, so as to ensure compliance by CONTRACTOR with this Agreement and with all other laws, regulations and ordinances related to the performance hereof.

15.3 CONTRACTOR and its subcontractors shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, including, but not limited to, the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

15.4 Clean Air Act & Federal Water Pollution Control Act - (1) Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. §§1251-1387), as amended. CONTRACTOR agrees to report each violation to the CITY and understands that the CITY will, in turn, report each violation as required to the federal agency providing funds for this contract and the appropriate EPA Regional Office. (2) CONTRACTOR agrees to include these requirements in each subcontract to this contract exceeding \$150,000 financed in whole or in part with federal funds.

15.5 Certification for Contracts, Grants, Loans, and Cooperative Agreements Regarding Lobbying

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

XVI. ADMINISTRATION OF AGREEMENT AND RESTRICTIONS ON USE OF FUNDS

16.1 Prohibited Political Activity. CONTRACTOR agrees that no funds provided from or through the CITY shall be contributed or used to conduct political activities for the benefit of any candidate for elective public office, political party, organization or cause, whether partisan or non-partisan, nor shall the personnel involved in the administration of the Project provided for in this Agreement be assigned to work for or on behalf of any partisan or non-partisan political activity.

16.2 CONTRACTOR agrees that no funds provided under this Agreement may be used in any way to attempt to influence, in any manner, a member of Congress or any other State or local elected or appointed official.

16.3 The prohibitions set forth in Sections 16.1 and 16.2 above include, but are not limited to, the following:

- a) an activity to further the election or defeat of any candidate for public office or for any activity undertaken to influence the passage, defeat or final content of local, state or federal legislation;
- b) working or directing other personnel to work on any political activity during time paid for with CITY funds, including, but not limited to activities such as taking part in voter registration drives, voter transportation activities, lobbying, collecting contributions, making speeches, organizing or assisting at meetings or rallies, or distributing political literature; coercing personnel, whether directly or indirectly, to work on political activities on their personal time, including activities such as taking part in voter registration drives, voter transportation activities, lobbying, collecting contributions, making speeches, organizing or assisting at meetings or rallies, or distributing political literature; and
- c) using facilities or equipment paid for, in whole or in part with CITY funds for political purposes including physical facilities such as office space, office equipment or supplies, such as telephones, computers, fax machines, during and after regular business hours.

16.4 Adversarial proceedings. Except in circumstances where the following is in conflict with federal law or regulations pertaining to this grant, the CONTRACTOR agrees to comply with the following special provisions,

- a) Under no circumstances will the funds received under this Agreement be used, either directly or indirectly, to pay costs or attorney fees incurred in any adversarial proceeding against the CITY or any other public entity; and
- b) The CONTRACTOR, at the CITY's option, could be ineligible for consideration to receive any future funding while any adversarial proceeding against the CITY remains unresolved.

0.5.

16.5 Unless disclosure is authorized by the CITY, CONTRACTOR agrees to maintain in confidence all information pertaining to this Agreement or other information and materials prepared for, provided by, or obtained from CITY including, without limitation, reports, information, project evaluation, project designs, data, other related information (collectively, the "Confidential Information") and to use the Confidential Information for the sole purpose of performing its obligations pursuant to this Agreement. CONTRACTOR shall protect the Confidential Information and shall take all reasonable steps to prevent the unauthorized disclosure, dissemination, or publication of the Confidential Information. If disclosure is required (i) by law or (ii) by order of a governmental agency or court of competent jurisdiction, CONTRACTOR shall give the Director of METRO HEALTH prior written notice that such disclosure is required with a full and complete description regarding such requirement. CONTRACTOR shall establish specific procedures designed to meet the obligations of this Article, including, but not limited to execution of confidential disclosure agreements, regarding the Confidential Information with CONTRACTOR's employees and subcontractors prior to any disclosure of the Confidential Information. This Article shall not be construed to limit the CITY's or its authorized representatives' right to obtain copies, review and audit records or other information, confidential or otherwise, under this Agreement. Upon termination or expiration of this Agreement, CONTRACTOR shall return to CITY all copies of materials related to the Project, including the Confidential Information. All confidential obligations contained herein (including those pertaining to information transmitted orally) shall survive the termination of this Agreement. The Parties shall ensure that their respective employees, agents, and contractors are aware of and shall comply with the aforementioned obligations.

XVII. NONDISCRIMINATION POLICY

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

17.2 The CONTRACTOR shall comply with all federal, State, or local laws, rules, and orders prohibiting discrimination and shall not engage in employment practices which have the effect of discriminating against any employee or applicant for employment, and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to their race, color, religion, national origin, sex, age, handicap, or political belief or affiliation. Consistent with the foregoing, CONTRACTOR agrees to comply with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented by regulations at 41 C.F.R. Part 60. CONTRACTOR further agrees to abide by all applicable provisions of San Antonio City ordinance number 69403, as amended, on file at the City Clerk's Office. Additionally, CONTRACTOR certifies that it will comply fully with the following nondiscrimination. minimum wage and equal opportunity provisions, including but not limited to:

- a) Title VII of the Civil Rights Act of 1964, as amended;
- b) Section 504 of the Rehabilitation Act of 1973, as amended;
- c) The Age Discrimination Act of 1975, as amended;
- d) Title IX of the Education Amendments of 1972, as amended; (Title 20 USC sections I 681-1688);
- e) Fair Labor Standards Act of 1938, as amended;
- f) Equal Pay Act of 1963, P.L. 88-38; and
- g) All applicable regulations implementing the above laws.

0.7

XVIII. SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY

18.1 As a condition of entering into this Agreement, CONTRACTOR represents and warrants that it will comply with CITY's Commercial Nondiscrimination Policy, as described under Section IILC.1 of the SBEDA Ordinance. As part of such compliance, CONTRACTOR shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, Marital status sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation. Selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall CONTRACTOR retaliate against any person for reporting instances of such discrimination. CONTRACTOR shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in CITY's Relevant Marketplace. CONTRACTOR understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of CONTRACTOR from participating in CITY contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. CONTRACTOR shall include this nondiscrimination clause in all subcontracts for the performance of this Agreement.

XIX. NONWAIVER OF PERFORMANCE

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

XX. LAW APPLICABLE

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

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

XXI. LEGAL AUTHORITY

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

9.5.

XXII. PARTIES BOUND

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

XXIII. NOTICE

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

If intended for CITY, to:

Dawn Emerick, EdD
Director
San Antonio Metropolitan Health District
City of San Antonio
111 Soledad, Suite 100
San Antonio, Texas 78205

If intended for CONTRACTOR, to:

Triple P America, Inc.
ATTN: Kat Green
Chief Operating Officer
P.O. Box 12755
Columbia, SC 29211

XXIV. DEBARMENT

24.1 CONTRACTOR certifies that neither it nor its principals are presently, debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any State or Federal Program.

24.2 CONTRACTOR shall provide immediate written notice to CITY, in accordance with Article XXIII. Notice. If at any time during the term of this contract, including any renewals hereof, CONTRACTOR learns that its certification was erroneous when or has erroneous reason of changed circumstances.

XXV. PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL

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

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

25.2 "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial

relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

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

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

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

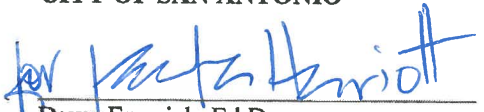
26.1 Texas Government Code §2252.152 provides that a governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Texas Government Code §§2270.0201 or 2252.153. CONTRACTOR hereby certifies that it is not identified on such a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

XXVII. ENTIRE AGREEMENT

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


EXECUTED and AGREED to as of the dates indicated below.

CITY OF SAN ANTONIO



Dawn Emerick, Ed.D.
Director
San Antonio Metropolitan Health District

3/10/20
Date

Approved as to form:


Andrew Segovia
City Attorney

TRIPLE P AMERICA, INC.


Kat Green Brack Thomas
Chief Operating Officer CEO

3/5/2020
Date