

CITY OF SAN ANTONIO
INTERDEPARTMENTAL MEMORANDUM
SAN ANTONIO METROPOLITAN HEALTH DISTRICT

ITEM NO. 7

TO: Mayor and City Council

FROM: Fernando A. Guerra, M.D., M.P.H., Director of Health

THROUGH: Terry M. Brechtel, City Manager

COPIES: Frances A. Gonzalez, Assistant to the City Manager; City Attorney's Office; Office of Management and Budget; Finance Department; Project; File

SUBJECT: ORDINANCE ACCEPTING A CASH GRANT AWARD FROM THE HOGG FOUNDATION FOR MENTAL HEALTH

DATE: October 9, 2003

SUMMARY AND RECOMMENDATIONS

This ordinance authorizes the City Manager to accept a cash grant award of \$30,650.00 from the Hogg Foundation for Mental Health to renew the Perinatal Depression Project of the San Antonio Metropolitan Health District (SAMHD) for the period September 1, 2003 through August 31, 2004. In addition, the ordinance establishes a fund, adopts the project budget and authorizes payments for contractual services.

Staff recommends approval.

BACKGROUND INFORMATION

The SAMHD has developed a Perinatal Depression Project Team consisting of members of the Healthy Start and Nursing Divisions, an independent evaluator and members of the health care community. The Perinatal Depression Project has two goals: 1) establish the prevalence of depression among pregnant and postpartum women in SAMHD clinics; and 2) establish a triage and treatment system for women identified with depression or other mental health conditions. The team gathers data that can quantify the prevalence of maternal depression during pregnancy as well as in the postpartum period among the SAMHD patient population. Accurate data will allow the team to move forward in critically analyzing the problem of maternal depression and, with the involvement of community partners, design a plan to address this health issue and implement effective community-based intervention strategies.

In support of the Perinatal Depression Project, the Hogg Foundation for Mental Health awarded SAMHD a first-year grant in the amount of \$27,456.00 for the period September 1, 2002 through August 31, 2003 as an initial part of a three-year commitment. The funding for the second and third years is contingent upon successful attainment of project goals. Goals for the first year have been met. Funds for the first year covered the salary and FICA for four part-time staff, supplies, program evaluation and incentives for program participants. The staff members conduct focus groups and interview pregnant and post-partum women in SAMHD clinics to determine the prevalence of depression. They also assist in compiling and analyzing data.

Program activity for years two and three will focus on creating a network of mental health care providers who agree to care for SAMHD clients. Funds from the Hogg Foundation for year 2 and 3 (\$30,650.00 and \$31,670.00) will support the cost of two graduate counseling student interns from Our Lady of the Lake University (OLLU), as per the grant proposal submitted in 2002. These students will provide mental health counseling for women with positive depression screens but do not have funds to pay for those services.

POLICY ANALYSIS

Passage of this ordinance will continue the long-standing practice of utilizing grants to support local public health programs of the City. It will also use outsourcing to extend the services that SAMHD can offer.

FISCAL IMPACT

This grant award will provide \$30,650.00 in cash to support the Perinatal Depression Project of the SAMHD. Acceptance of this grant will place no demands on the City General Fund.

COORDINATION

The City Attorney's Office and the office of Management and Budget, Risk Management Division, have reviewed the agreement with the Hogg Foundation for Mental Health. The Finance Department has approved the proposed project budget.

SUPPLEMENTARY COMMENTS

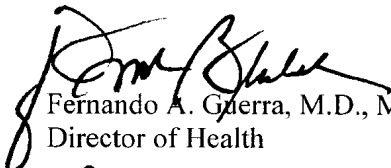
Provisions of the Ethics Ordinance do not apply.

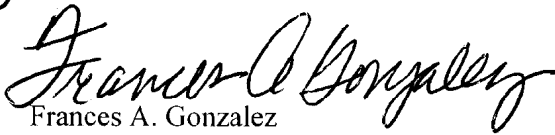
Attachments: Attachment I: Project Budget

Attachment II: Project Number 4527 Grant Award Letter

Attachment III: Perinatal Depression Project Grant Submitted

Attachment IV: Mental Health Counseling for SAMHD "Healthy Start Initiative" and
"Perinatal Depression Project"


Fernando A. Guerra, M.D., M.P.H.
Director of Health


Frances A. Gonzalez
Assistant to the City Manager

APPROVED:


Terry M. Brechtel
City Manager

Attachment I
Hogg Foundation Grant Project Number 4527
Perinatal Depression Project
Second Year Grant
Fund and Project No. 26-012247
Budget for Period : 09/01/2003 to 08/31/2004

| INDEX | ESTIMATED REVENUES | AMOUNT | TOTAL |
|--------|---------------------------------|-----------|-------------------------|
| 086892 | HOGG Foundation - Grant | \$ 30,650 | |
| 101667 | Transfer from 26-012225 | <u>65</u> | |
| | Total Estimated Revenues | | <u><u>\$ 30,715</u></u> |

| | OBJECT CODE | | |
|-----------------------|------------------------------------|--------|-------------------------|
| APPROPRIATIONS | | | |
| 749812 | Travel - Other | 02-127 | 1,665 |
| 749960 | Fees to Professional Contractors | 02-160 | 28,275 |
| 750406 | Binding, Printing and Reproduction | 02-181 | 275 |
| 750679 | Office Supplies | 03-210 | <u>500</u> |
| | Total Appropriations | | <u><u>\$ 30,715</u></u> |

Fund Only Index: 000643
 Organization Code: 36-06-57

August 18, 2003

Executive Director
King Davis

Program Directors
Reymundo Rodríguez
Marlon Tolbert Coleman
Carolyn Young

Communications Director
Jeffery R. Patterson

Special Counsel
Wayne H. Holtzman

Project Number: 4527

RECEIVED
SAN ANTONIO METROPOLITAN
HEALTH DISTRICT
2003 AUG 18 A 8 51

Fernando A. Guerra. M.D., M.P.H.
Director of Health
San Antonio Metropolitan Health District
332 West Commerce Street
San Antonio, Texas 78205-2489

Dear Dr. Guerra:

It is a pleasure to inform you that the Hogg Foundation has approved a second-year grant in the amount of \$30,650 to the San Antonio Metropolitan Health District for the period September 1, 2003, to August 31, 2004, as part of a three-year commitment to support the *Perinatal Depression Project*. Also, we are approving the carryover of approximately \$65 into the next grant period to be used for printing of project materials. In addition, we are setting aside \$31,670 for a third-year grant, contingent upon successful goal attainment in the preceding twelve months. It is our understanding that this grant will be used to support the development and implementation of this depression project, which is an integral part of the Healthy Start program. Specifically, these funds will cover the salary and FICA for part-time staff, supplies, contracted services for an evaluation, and token incentives for project participants.

We read with great interest of your agency's work in support of this Healthy Start project which doubled the Health District's capacity for the provision of case management services to young at-risk families. The screening for depression activities during pregnancy and in the postpartum period surely will help prevent the onset of severe depression in these young women. It is obvious that the referrals to mental health services have proven to be most beneficial to this client population. A check in the amount of \$30,650 will be sent directly to the San Antonio Metropolitan Health District from The University of Texas Office of Accounting within approximately two weeks.

We wish you continued success with this project and look forward to receiving the second-year narrative report and a financial statement of expenditures, along with a request for third-year funding, by August 1, 2004. If there is any way that we can be of further assistance, please call Mr. Reymundo Rodríguez or Dr. Marion T. Coleman of our staff.

Mailing Address:
The University of Texas
Post Office Box 7998
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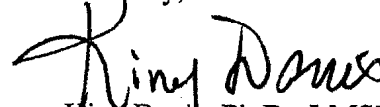
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(888) 404-4336 (Toll Free)
(512) 471-9608 (Fax)

Email:
info@hogg.utexas.edu

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Sincerely,



King Davis, Ph.D., LMSW-ACP
Executive Director and
Robert Lee Sutherland Chair in
Mental Health and Social Policy
School of Social Work

KD:RR:mb

cc: Dr. Frances Park Matt, Program Manager

ATTACHMENT III

San Antonio Metropolitan Health District Healthy Start Division

Perinatal Depression Project

The San Antonio Metropolitan Health District is the single public agency charged by State Law, City Code and County Resolution with the responsibility for public health programs in San Antonio and unincorporated areas of Bexar County. The mission of the San Antonio Metropolitan Health District is to promote health and prevent disease among the residents and visitors of San Antonio and unincorporated areas of Bexar County through community health assessment, identification of unmet health needs, development of policies to meet those needs and assurance that needs are met through the development of public-private partnerships and/or the direct provision of services.

A key component of the San Antonio Metropolitan Health District's (SAMHD) mission is the provision of preventive and clinical services for women and young children. Included within this component are case management services for high-risk pregnant women and their children, including the Healthy Mothers/Healthy Families program which has been supported by Hogg Foundation funds for the past two years. SAMHD has been awarded a Healthy Start grant from the Health Resources Services Administration (HRSA), which has effectively doubled the District's capacity for providing case management services to these young at-risk families.

One requirement of the Healthy Start grant is the screening of all participating women for depression during pregnancy and in the postpartum period. Depression during pregnancy is indicated as a significant factor leading to poor perinatal outcomes related to decreased nutrition, poor sleep, substance abuse and inadequate perinatal care. Anecdotally, we know that a significant number of the women and teens seen by the case managers have symptoms of depression for which they are not receiving treatment. The reasons reported for not seeking treatment include undocumented immigration status, lack of insurance or Medicaid, lack of daycare and the client's own reluctance to admit to the need for mental health assistance. A chart review of 377 case management clients revealed 86 (23%) of the young women reported symptoms of depression or had a positive Edinburgh Post Natal Depression Scale result. All 86 were referred for counseling or treatment. Of those referred, 10 (12%) received the necessary treatment. The remaining 76 (88%) did not receive treatment, with 19 (22%) of the women reporting the reasons for non-compliance being lack of funding and/or immigration status. The ethnicity of the case management caseload is 90% Hispanic, 4% Black and 6% Anglo. Approximately 30% of the case management clients are undocumented and receive their prenatal care from SAMHD clinics.

SAMHD clinic staff have also observed that a significant proportion of the women and teenagers seeking prenatal and birth-related care have symptoms of depression for which they are not receiving treatment. Currently, no source of hard data exists within the SAMHD system to quantify the scope and character of depression within the clinic population. While we do understand and recognize the signs and symptoms of depression, we do not know the prevalence of depression in the pregnant women seeking care from the clinics, nor the prevalence of postpartum depression (depression typically occurring within a six week window following birth). As such, the San Antonio Healthy Start and Nursing Divisions propose to gather data which can quantify the prevalence of perinatal depression with the intent to develop and implement an appropriate community-based intervention.

San Antonio Metropolitan Health District has developed a Perinatal Depression Project Team consisting of members of the Healthy Start and Nursing Divisions, an independent evaluator and members of the health care community. The Perinatal Depression Project Team has been accepted for participation in this year's CityMatCh Data Use Institute (DUI). The team will attend the DUI in the fall, continue to work on the project through the winter and spring and present the results and plan of action to CityMatCh in the fall of 2003. The team will gather data that can quantify the prevalence of maternal depression during pregnancy as well as in the postpartum period among the SAMHD population. Accurate data will allow the team to move forward in critically analyzing the problem of maternal depression and, with the involvement of community partners, design a plan to address this health issue and implement effective community-based intervention strategies.

The Perinatal Depression Project has two goals: to establish the prevalence of depression among pregnant and postpartum women in SAMHD clinics; and to establish a triage and treatment system for women identified with depression or other mental health conditions. For clarity in this proposal, the objectives and methods for achieving each goal will be addressed as separate phases of the project.

GOALS AND OBJECTIVES:

Goal: To Establish the Prevalence of Depression During the Perinatal Period Among San Antonio Metropolitan Health District Clients.

Objective 1: To establish the prevalence of depression among pregnant women attending San Antonio Metropolitan Health District prenatal clinics.

Objective 2: To establish the prevalence of postpartum depression among women attending San Antonio Metropolitan Health District family planning clinics.

Overview of Research Component

In preparation for the Perinatal Depression Project, a number of activities will complement this project, should the Hogg Foundation decide to fund SAMHD's efforts. As mentioned in our initial submission to the Foundation, SAMHD was selected to participate in this year's CityMatCH Data Use Institute (DUI). A team consisting of members of the Healthy Start and Nursing Divisions, an independent evaluator and representatives from the University Health System and Center for Health Care Services have all agreed in writing to work towards establishing a system to provide mental health services to SAMHD's maternal population. In addition to the Perinatal Depression Project Team, the Healthy Start Management Analyst, Marivel Davila, who will be responsible for overseeing the research portion of the Perinatal Depression Project, was one of 25 participants recently selected to participate in the Maternal and Child Health Epidemiology Training Course this September in New Orleans, Louisiana. This important training sponsored by the Health Resources Services Administration, Maternal and Child Health Bureau and the Centers for Disease Control and Prevention will equip Ms. Davila with the tools necessary to oversee the research portion of the Perinatal Depression Project. Ms. Davila is also a member of the DUI team.

In working towards meeting the two research objectives, the first year will be broken down as follows: November through January 2003, will be referred to as the Project's planning period so as to: 1. Select an appropriate screening instrument; 2. train recently hired interviewers to conduct focus groups and screening interviews; and 3. conduct focus groups. Further activities to take place during this planning period include developing the Mental Health Intake Form and Access database as data is collected. The months of February through April 2003 will be referred to as the data collection period, as the team moves forward in working to establish the prevalence of perinatal depression. During the month of May 2003, data analysis will take place and during the summer the groundwork will be laid for developing SAMHD policies for conducting routine screening for depression among the maternal population.

Methods and Implementation

Dr. Stephen Blanchard of Our Lady of the Lake University in San Antonio has assisted in the development of a research design for this proposal. Dr. Blanchard is currently the evaluator for SAMHD's Healthy Start initiative and a member of SAMHD's DUI team.

Selection of Screening Instrument

In the process of determining the prevalence of depression during the perinatal period, the selection of a valid screening instrument that captures depressive symptoms and is culturally sensitive to the overwhelmingly Hispanic population is paramount. According to SAMHD case managers, given the high percentage of case management clients who are undocumented and receive prenatal care from SAMHD clinics, (approximately 30%), an instrument that has been validated in Spanish among Hispanic women will be an important selection criterion. It will also be important that the selected instrument(s) be easily understood by our population so as to correctly identify perinatal depression. To this end, a literature review will be conducted to select potential screening tools. At the Foundation's suggestion, we contacted Dr. Constance Wiemann, who is with the Baylor College of Medicine, and she has agreed to assist SAMHD in selecting such an instrument(s) for both the pregnant and postpartum women, given the demographics of the population. Based on an initial review and discussions with individuals who have done work in the area of maternal depression, a few screening instruments have been suggested for further review. The Beck Depression Inventory, the CES-D and the Edinburgh Post Natal Depression Scale will be among those instruments that will be studied more closely as we select an appropriate tool. We will make the decision no later than January 1, 2003 and after the focus groups on depression and depressive symptoms have been completed.

To help us in selecting the most appropriate screening instrument(s), focus groups among current SAMHD female patients will be conducted to learn how this population views and interprets depression and depressive symptoms during the perinatal period. A second aim of the focus groups will be to identify any potential barriers that may prevent women from accessing mental health services either during or after a pregnancy, such as transportation and language. The women will be recruited from SAMHD clinics and collaborating agencies, such as El Centro del Barrio, and will represent a proportionate mix of women who are pregnant or have just given birth. As an incentive, a \$25 gift certificate from a local department or grocery store will be offered.

To prepare for these focus groups, training will include recognition and acceptance of cultural beliefs and practices. The interviewers will receive information regarding cultural attitudes and practices with regard to pregnancy and mental health issues.

Four demographic groups will participate in two focus groups, one each for perinatal depression and barriers to access, for a total of eight groups. The eight focus groups will be broken down as such: 2 groups will consist of African-American women; 2 groups will consist of English-speaking Hispanic and Anglo women; 2 groups will consist of Spanish-speaking Hispanics and 2 groups will be among adolescents between the ages of 15 and 19 years of age. According to SAMHD's birth statistics, in 2000, Bexar County's rate of births to females aged 15 to 17 years was 49.3 per 1,000 births: over 79% higher than the U.S. rate of 27.5 per 1,000.

During the planning period, (November through January), data collection forms, such as a Mental Health Intake Form, and an Access database will be developed for the purpose of housing the information collected from the selected screening instrument(s), along with other demographic information contained in patients' medical records. Presently, no such system exists for aggregating patient mental health data within SAMHD. By developing a Mental Health Intake Form to collect basic patient demographic information, along with the results of the depression screening instrument, patient profiles can be developed to better understand the population presenting with depressive symptoms.

Objective 1: To establish the prevalence of depression among pregnant women attending San Antonio Metropolitan Health District prenatal clinics.

Currently, SAMHD has nine Prenatal Clinics serving approximately 1,300 clients a month, 18% of which are new clients. So as to obtain an unbiased measure of depression during pregnancy, only those new patients who are pregnant and attending any one of the nine clinics for the first time during their current pregnancy will be screened for depression. For the months of April, May and June of this year, an average of 238 new patients presented at all Prenatal Clinics per month. During the data collection period, as a new pregnant patient arrives for her first prenatal visit and signs up for a clinic in-take, she will be approached by one of four trained interviewers and asked to answer a few questions pertaining to how she has been feeling. If she agrees, the interview will be conducted in a private setting at the clinic. If she prefers, or if there is a lack of privacy in the clinic, the interviewer will offer to schedule an interview at her home or some other location, within one week of being asked to participate. Once a patient has been screened, the interviewer will collect further data from the patient's medical chart. This information will then be given to the Healthy Start data entry clerk for input into the Access database on a daily basis, providing the number of new pregnant patients that arrived at that clinic for the day, the number of new pregnant patients that were approached by the interviewer and the number of new pregnant patients who refused to be screened by the interviewer. If a patient screens positive for depression, a referral will be made at the time of screening to SAMHD's mental health counselor. An effort will be made to interview all new pregnant patients during the data collection phase. The total interviews will provide the denominator for establishing clinic prevalence of depression with those screened as depressed being the numerators.

Objective 2: To establish the prevalence of postpartum depression among women attending San Antonio Metropolitan Health District family planning clinics.

Among SAMHD's eight Family Planning Clinics, approximately 1,600 patients are seen on a monthly basis. Seven percent of these are women are considered postpartum, as they have recently given birth and are following up with family planning services. Again, during the data collection period, as these postpartum patients arrive for a prenatal visit, they will be approached by one of four trained interviewers and asked to answer a few questions pertaining to how they have been feeling. A criterion of including only those women who are no more than 12-weeks postpartum will be the basis for determining the prevalence of depression among this population. We are using the 12-week range to maximize the opportunity to contact women during the periodic clinic appointments.

We do expect that, on average, patients will be between 6- and 8- weeks postpartum at the time they are approached to participate in the screening. If the patient agrees, the interview will be conducted in a private setting at the clinic. If the patient prefers, or if there is a lack of privacy in the clinic, the interviewer will offer to schedule an interview at their home or some other location, within one week of being asked to participate. Once a patient has been screened, the interviewer will collect further data from the patient's medical chart. This information will then be given to the Healthy Start data entry clerk for input into the Access database on a daily basis, providing the number of postpartum patients that arrived at that clinic for the day, the number of postpartum patients that were approached by the interviewer and the number of postpartum patients who refused to be screened by the interviewer. If a patient screens positive for depression, a referral will be made at the time of screening to SAMHD's mental health counselor. For the months of April, May and June of this year, an average of 103 postpartum patients presented at the eight clinics per month.

An effort will be made to interview all postpartum patients during the data collection phase. The total interviews will provide the denominator for establishing clinic prevalence of depression with those screened as depressed being the numerators.

Data Collection

The data collection will be conducted by graduate level students attending San Antonio area colleges and universities. They will possess a background in psychology or sociology and have some experience in research methods. Dr. Blanchard will take the lead in training all interviewers hired for this project.

As interviewers fill out the screening instruments and collect demographic information from each patient's medical chart using the newly developed Mental Health Intake Form, the information will then be given to the Healthy Start data entry clerk and entered into the Access database. This database will be located on one of the city's virtual servers so that each clinic located throughout the city will be able to access this information. The database itself will be secured with passwords to prevent other city employees from obtaining patients' personal information. Prior to the utilization of such a database, training sessions conducted by the city's Information Technology Services Department, will be provided to all those involved in the Perinatal Depression Project during the Year I planning phase.

Referrals to Counseling

Once a patient who is either pregnant or postpartum has been identified as being depressed, as per the screening instrument, a referral to SAMHD's mental health counselor, Mr. Ed Baca, will be made. As a member of the DUI team, Mr. Baca is currently in the process of developing a mental health triage system for mental health services within the Healthy Start program. This includes developing a network of providers through Memorandums of Agreements to provide counseling services to SAMHD patients as quickly as they are identified as needing such services. During the second and third years of the Project, graduate students attending Our Lady of the Lake University will be hired on a part-time basis to provide counseling services to the population of women who lack funding or cannot access mental health services due to their undocumented status. Ideally, the development of a long-term relationship with the University's graduate students needing to complete a practicum will be pursued as a means to establishing a permanent mental health component within the Healthy Start program.

Process Evaluation

For the purpose of monitoring the progress being made during the data collection period, halfway through the data collection period, we will conduct two evaluations. One will be a stability measure of reliability of survey items. This measure will assess the instrument for its stability by a test-retest method of conducting the screening interview twice with a sample of the same women, but with a relatively short interval of 2 to 4 weeks. The second evaluation, an equivalence measure, will measure the reliability among interviewers and will be conducted by comparing survey item scores between pairs of interviewers.

For the stability measure of reliability of survey items, a 5% sample of women who screened as non-depressed will be screened again with the same instrument, excluding those women who were originally screened more than 4 weeks prior to the second screening, so as to minimize any difference being a change in a woman's mental health. This will be conducted among both pregnant and postpartum women: a 5% sample will be selected among pregnant, non-depressed women and a second 5% sample will be selected among postpartum, non-depressed women. Depending upon whether the items of the final screening instrument are interval/ratio or ordinal, we will use Pearson's correlation coefficient or Spearman's rank order coefficient, respectively, to test for reliability. With both statistics, the closer the correlation is to +1.00, the higher the reliability.

The second process measure will be an inter-rater reliability measure to measure any differences between individual interviewers conducting the screening interviews. This measure addresses equivalence, which is the consistency of the answers when different interviewers use the same screening instrument. A 10% sample of each type of depression screening (during pregnancy and postpartum) will be selected from each interviewer's batch of completed interviews. Using the project's Access database, comparisons between interviewers will then be made to test for inter-rater equivalence. Again, depending on whether we choose a screening instrument that contains ordinal items, a Spearman's rank order coefficient will be used to compare interviewers. If the screening instrument contains items that are interval/ratio, a Pearson's correlation coefficient will be used for analysis. The closer either numbers are to +1.00, the more reliability between interviewers in screening patients.

Outcome Evaluation

The goal for the Perinatal Depression Project is to establish the prevalence of depression during the perinatal period among SAMHD's clinic population. In order to reach this goal, the total numbers of patients that attend the clinics, the total number of patients who were approached and the total number of patients who completed the screening interview will be aggregated. At Dr. Wiemann's suggestion, a quick review of one study measuring health-related functional status during pregnancy found on the ACOG website (American College of Obstetrics & Gynecology), a refusal rate of 25% was found among Hispanic and black women with low-risk pregnancies who were asked to complete an interview. Although we have no information to estimate the number of refusals to expect, every effort will be made to collect data from a large enough sample from which we can conduct further analysis.

Utilizing the information collected by the interviewers and the Access database created to house the information, the prevalence of depression during pregnancy and postpartum during the three month data collection period, will be established for SAMHD's clinic population. This information will then be utilized by Mr. Baca and the DUI team in developing and instituting a referral system for SAMHD's maternal population. The process, forms and database can then be used as a model for future efforts in establishing prevalence of health issues and developing strategies for interventions.

Goal: Establish a mental health care delivery system within San Antonio Metropolitan Health District prenatal, family planning and case management services.

Objective 1: Establish a standardized, culturally sensitive and effective method of screening for depression among SAMHD pregnant and post-partum women.

Objective 2: Identify barriers to mental health care.

Objective 3: Establish a triage system for mental health referrals.

Objective 4: Establish a network of referral sources for mental health services.

Objective 5: Establish a system for quality assurance of the screening, referral and follow-up system.

The second phase of the Perinatal Depression Project will utilize the depression prevalence and other data collected during the first, or research, phase to establish a system for the triage and referral of depression and other mental health conditions. A thorough and well-designed system will be the successful culmination of this project.

Methods and Implementation:

Key staff members from the Nursing and Healthy Start divisions will work together to develop a triage system along with policies and procedures to guide staff in identification, referral and follow-up of all clients with potential mental health conditions during the perinatal period. The triage system will provide all staff members with a standardized system for assessing the urgency of the presenting condition and determining the level of care required. A comprehensive staff training system will be created and implemented to insure competency and consistency in the application of the triage and referral systems and policies and procedures. Training will be repeated at intervals to include all new employees and to further develop the knowledge levels of experienced employees.

The most important component in creating a successful mental health service delivery system is the establishment of a network of referral sources for all patients, regardless of funding. Relationships with community agencies and private providers who offer counseling to women with Medicaid have been established. Based on our anecdotal experience, however, we anticipate that lack of counseling resources for unfunded and undocumented women will be a barrier to treatment. To that end, Memoranda of Agreement will be established with community providers for preferred referral status for unfunded SAMHD clients. As a stop-gap measure, graduate counseling students will be hired during the second and third year to provide counseling services for those clients. These counseling services can be provided in the client's home, in the Healthy Start office or at the University Counseling Center as best suits the client's needs. Further, the students will be gaining practicum experience and be supervised by a licensed faculty member.

Currently, no system exists to provide quality assurance of the screening, referral and follow-up of clients as they move from one program to another. A database will be established and implemented throughout the prenatal, family planning and case management programs that will standardize data collection and analysis. Policy and procedures will be created to insure consistency in application and staff training will be provided to insure competency and reliability.

Policy recommendations that are expected to emanate from this program will serve to instrumentalize the standards of care for the recognition of depression and referral for counseling services. Policies that will be developed will include a standardized depression screening process and tools for all SAMHD perinatal programs, a standardized process for referring clients to a recognized network of mental health providers, and the development of a database for the consistent identification and tracking of women who exhibit signs or symptoms of perinatal depression. It is anticipated that further policy recommendations will develop as new anomalies are identified from ongoing analysis of the database.

Key Staff:

The key staff members working on this project are all members of the Healthy Start division and most are involved in the Data Use Institute team. The staff consists of Marivel Davila, Management Analyst; Ed Baca, LPC, Mental Health Coordinator; Steven Blanchard, Ph.D., Evaluation Consultant and a data entry clerk who will be hired this fall. Cynthia Henderson, RN, Outreach Coordinator for the Healthy Start program, will serve as the grant manager. We propose that four graduate students be hired during the first year to conduct the focus groups and client interviews and assist in data entry and analysis and two graduate counseling students during the second and third years to provide counseling services for women who cannot access mental health services.

Marivel Davila has worked extensively with minority adolescent girls in pregnancy prevention programs in program coordinator and program evaluation capacities. Ms. Davila will be responsible for oversight of the research portion, supervision of the graduate students and will work with Dr. Blanchard in conducting evaluation activities.

Ed Baca, LPC has developed, implemented and administered treatment programs for chemically dependent pregnant and post-partum women and a public detoxification program for adults including pregnant women. Mr. Baca will be responsible for establishing the mental health triage and referral resource systems and coordinating the counseling activities of the graduate students. He will also be responsible for coordinating the creation of district-wide policies and procedures and staff training.

Steven Blanchard, PhD is an Associate Professor of Sociology at Our Lady of the Lake University and is the evaluation consultant for the Healthy Start program and the Perinatal Depression project. Dr. Blanchard will be responsible for the research design, training the graduate students for focus groups and interviewing and consulting for process and outcome evaluation.

Cynthia Henderson, RN is the Outreach Coordinator for the Healthy Start project and has worked in Maternal/Child Nursing for the past ten years. Ms. Henderson will be responsible for grant management. Those duties will include hiring the graduate students, coordinating their schedules, overseeing the budget and contracts and submitting all reports.

Graduate students during the first year will be hired from San Antonio universities and colleges and will be studying in the fields of sociology, marketing research or biometrics. The graduate students will be responsible for conducting the focus groups and client surveys. Additionally, they will assist in data entry and analysis, as needed.

Graduate counseling students for years II and III will be hired through a contract with Our Lady of the Lake University. They will be responsible for providing mental health counseling to women who are unable to access services due to funding or undocumented immigration status. These students will be fulfilling their practicum requirements and will be supervised by a licensed faculty member of Our Lady of the Lake University.

Program Implementation:

Program implementation will begin upon receiving notification of the grant award. The City of San Antonio requires all grant programs be reviewed by the City Council before the contract is finalized and the funds are accepted. This process usually requires four to six weeks to complete. If grant award notification is received in early September, we anticipate that the City Council review to be complete by mid-October. At that point, positions for the graduate students could be posted. Initially, two students will be hired to conduct the focus groups, with the remaining two being hired in early 2003 to assist in the patient interviews. Again, the city system for hiring and processing employees is often cumbersome – it is anticipated that the first students will be hired in late November or early December. Training for the focus groups will be completed in a one-half day session. The first set of focus groups will be conducted in early December and the second set will be completed in the first half of January. The screening tool and interview script will be developed after the data from the focus groups has been analyzed. At this point, the third and fourth students will be brought on board and all will attend two one-half day training sessions for the interviews.

Client interviews will be conducted at the prenatal and family planning clinics during the months of February, March and April 2003. It is estimated that approximately 700 prenatal and 300 post-partum clients will be contacted and offered an opportunity to participate in the program. In the event that a low percentage of SAMHD clients agree to be interviewed, additional women will be recruited at El Centro del Barrio clinic. El Centro is a collaborative partner in the Healthy Start program and clients from that catchment area are participating in the Healthy Start program. The four graduate students will remain with the program through May to assist in data entry and analysis. The most productive graduate student will be asked to remain with the program throughout the summer to further assist in analysis and assisting with other components of program implementation.

With the completion of the first phase of the project, the prevalence of perinatal depression in the SAMHD clinic population will be established. At that point, a comprehensive mental health delivery system can then be developed. This delivery system will be included in the recommendations made by the Data Use Institute team when they return to CityMATCH in the fall of 2003. Development of policy and procedures will be initiated in June or July 2003. The training program for staff members will be completed and initiated by October 2003.

The graduate counseling students will be recruited during the 2002-2003 school year. They will begin offering counseling in September 2003 and will continue through August 2004. During this time, Mr. Baca will develop a network of providers who will accept referrals from SAMHD clinics and case managers. Graduate counseling students will continue to offer counseling to our clients through Year III, which will end August 2005.

The Healthy Start program will provide in-kind funding for this project by supporting the salaries and benefits for Marivel Davila, Ed Baca and Cynthia Henderson. Because one of the goals of the Perinatal Depression Project is the creation of referral resources for our clients, further funding for counseling services should not be needed. Additional funding to support screening for depression, domestic violence or other related topics and staff development will be sought from the Health Resources Services Administration. The Healthy Start staff will continue to search for potential funding to support case management services for high risk young families.

San Antonio Metropolitan Health District is requesting support from the Hogg Foundation for Mental Health in the funding of the graduate students and supplies to support their activities. These graduate students are key to the implementation and timely completion of this project. To meet our time line, we are requesting the support for a period of three years.

Thank you for your consideration of this request for funding. The San Antonio Metropolitan Health District has long enjoyed an amiable and productive working relationship with the Hogg Foundation. The Perinatal Depression Project offers another opportunity to continue working together to eliminate barriers to care and offer the best possible care to these young women and their families.

Key Contacts:

Fernando Guerra, M.D., M.P.H.
Director of Health
San Antonio Metropolitan Health District
332 W. Commerce
San Antonio, Texas 78205
Phone: (210) 207-8730
Fax: (210) 207-8999

Frances Park Matt, Ph.D.
Program Manager
San Antonio Healthy Start
1325 North Flores, Suite 104
San Antonio, Texas 78212
Phone: (210) 299-5035
Fax: (210) 299-5051

**San Antonio Metropolitan Health District
Perinatal Depression Project**

Budget

| | Year I (09/02 - 08/03) | Year II (09/03 - 08/04) | Year III (09/04 - 08/05) |
|---------------------------|---------------------------|----------------------------|-----------------------------|
| Personnel: | | | |
| Salaries | \$20,400.00 | -0- | -0- |
| Benefits | 1,561.00 | -0- | -0- |
| Supplies: | | | |
| Office Supplies | 500.00 | 500.00 | 500.00 |
| Printing | 250.00 | 250.00 | 250.00 |
| Mileage | 125.00 | | |
| Incentives | | | |
| Transportation | \$120.00 | \$1,625.00 | \$1,625.00 |
| Participant incentives | 2,000.00 | -0- | -0- |
| Child care | -0- | 2,250.00 | 2,250.00 |
| Contractual Services | | | |
| Evaluation | \$2,500.00 | -0- | -0- |
| Counseling Services | -0- | \$26,025.00 | \$27,045.00 |
| TOTAL EXPENDITURES | \$27,456.00 | \$30,650.00 | \$31,670.00 |

**San Antonio Metropolitan Health District
Perinatal Depression Project**

Budget Narrative

Year I

Personnel:

Salaries

Graduate students will be hired as temporary, part-time city employees. Duties will include conducting focus groups and client interview, assisting with data entry and analysis.

Focus Groups:

20 hours/week X \$12.00/hour X 4 weeks X 2 students = \$ 1,920.00

Client Interviews:

20 hours/week X \$12.00/hour X 17 weeks X 4 students = 16,320.00

Completion of data entry and analysis

20 hours/week X \$12.00/hour X 9 weeks X 1 student = 2,160.00

Total Salaries = \$20,400.00

Benefits

Temporary part-time city employees earn no benefits. The city is required to pay 7.65% of total salaries for FICA.

7.65% X \$20,400.00 = \$ 1,561.00

Supplies:

Office supplies

Supplies needed for collecting and analyzing client data. \$ 500.00

Printing

Cost of in-house printing of supplies for focus groups, depression screening tools, policy/procedure and training manuals. \$ 250.00

Mileage

Cost of travel to Houston to meet with Dr. Wiemann. 342 miles X 36.5¢/mile \$ 125.00

Incentives

Incentives for focus group participants

\$25.00 gift certificates X 80 participants \$ 2,000.00

Transportation to focus groups

Bus tickets – Book of 10 tickets/\$7.50 X 16 books = \$ 120.00

Contractual Services:

Evaluation

Evaluation consultation provided by Steven Blanchard, Ph.D. \$ 2,500.00

Year II and III

Personnel:

SAMHD will contract with Our Lady of the Lake for counseling services to be provided by graduate services. Those costs will be detailed under Contractual Services.

Supplies:

Office supplies

Supplies needed for support of counseling services. \$ 500.00

Printing

Cost of in-house printing of materials for counselors and client education literature.\$ 250.00

Incentives

Transportation to counseling sessions at Healthy Start office or University Counseling Center.

Bus tickets – Book of 10 tickets/\$7.50 X 150 books = \$ 1,125.00

Taxi Vouchers \$5.00 each X 100 500.00

Total \$ 1,625.00

Childcare during counseling sessions

\$10.00/hour X 5 hours/week X 45 weeks = \$ 2,250.00

Contractual Services:

Evaluation

Evaluation consultation provided by Steven Blanchard, Ph.D. \$ 2,500.00

Counseling Services

Standard reimbursement for a 12 hour work week throughout the semester is 6 hours of tuition.

Year III reflects an anticipated 5% increase in tuition costs over Year II.

Year II: \$3400/6 hours tuition X 3 semester X 2 students = \$20,400.00

Year III: \$3,570/6 hours tuition X 3 semesters X 2 students = 21,420.00

Supervision Fee for one licensed faculty member to supervise two students for each year

\$125.00 for 1 hour/week X 15 weeks/semester X 3 semesters = 5,625.00

ATTACHMENT 1
GOALS AND OBJECTIVES

| Goal 1 | Objectives | Methods | Evaluation |
|--|--|--|--|
| Establish the prevalence of depression during the perinatal period among San Antonio Metropolitan Health District (SAMHD) clients. | Establish the prevalence of depression among pregnant women attending SAMHD prenatal clinics. | <p>Work with Dr. Wiemann, conduct a literature review to select potential screening tools. Conduct 8 focus groups to determine which tool is most effective and culturally sensitive. Train graduate students in interview techniques, cultural attitudes regarding pregnancy and mental health issues. Recruit and offer interviews to approximately 700 women over a 3 month period at 9 prenatal clinics. Conduct process evaluations to determine the reliability of the tool and the interviewers. Create database for collection and analysis of interview data.</p> | <p>Total number of clients who attend the clinics. Total number of clients recruited for interviews. Total number who completed the screening tool. Establish prevalence of depression of pregnant women in SAMHD clinics.</p> |
| | Establish the prevalence of postpartum depression among women attending SAMHD family planning clinics. | <p>Work with Dr. Wiemann, conduct a literature review to select potential screening tools. Conduct 8 focus groups to determine which tool is most effective and culturally sensitive. Train graduate students in interview techniques, cultural attitudes regarding mental health issues.</p> | <p>Total number of clients who attend the clinics. Total number of clients recruited for interviews. Total number who completed the screening tool. Establish prevalence of depression of postpartum women in SAMHD clinics.</p> |

| Goal 1 (cont'd.) | Objectives | Methods | Evaluation |
|--|--|---|-------------------|
| Establish the prevalence of depression during the perinatal period among San Antonio Metropolitan Health District (SAMHD) clients. | Establish the prevalence of postpartum depression among women attending SAMHD family planning clinics. | Recruit and offer interviews to approximately 300 women over a 3 month period at 8 family planning clinics. Conduct process evaluations to determine the reliability of the tool and the interviewers. Create database for collection and analysis of interview data. | |

| Goal 2 | Objectives | Methods | Evaluation |
|--|---|--|---|
| Establish a mental health care delivery system within San Antonio Metropolitan Health District (SAMHD) prenatal, family planning and case management services. | Establish a standardized, culturally sensitive and effective method of screening for depression among SAMHD pregnant and post-partum women. | Conduct focus groups to identify the most effective screening tool. Develop policy/procedure and on-going staff training to insure competency and consistency. | Analysis of focus group data will identify most effective tool. 100% of SAMHD perinatal staff will receive training in policy/procedure. |
| | Identify barriers to accessing mental health care. | Conduct focus groups to develop understanding of perceptions of mental health issues and identify barriers to seeking care. Develop policy/procedure and on-going staff training to recognize potential barriers and offer strategies to overcome those barriers. | Analysis of focus group data will identify predominant cultural perceptions and perceived barriers to care. 100% of SAMHD perinatal staff will receive training in policy/procedure. |
| | Establish a triage system for mental health referrals. | Establish standardized system for triaging mental health conditions and determining level of care required. | 100% of women exhibiting signs/symptoms of mental health condition will be assessed and referred as indicated by triage system. |

| Goal 2 (cont'd.) | Objectives | Methods | Evaluation |
|--|---|---|---|
| Establish a mental health care delivery system within San Antonio Metropolitan Health District (SAMHD) prenatal, family planning and case management services. | Establish a triage system for mental health referrals. (cont'd.) | Develop policy/procedure and on-going staff training across SAMHD to insure competency and consistency. | 100% of SAMHD perinatal staff will receive training in triage system. |
| | Establish a network of referral sources for mental health services. | <p>Establish a consistent referral network within the community for funded clients.</p> <p>Establish Memoranda of Agreement (MOA) with community providers for preferred referral status for unfunded clients.</p> <p>Utilize graduate counseling students to provide counseling for unfunded clients while MOA are being established. Continue to nurture relationship with graduate program to insure future services for clients.</p> <p>Develop policy/procedure and on-going staff training across SAMHD to insure competency and consistency.</p> | <p>100% of funded women will be referred to appropriate agency.</p> <p>In Year II, MOA will be established with 50% of eligible providers. In Year III, MOA will be established with 100% of eligible providers.</p> <p>In Year II, 75-100% of unfunded women will receive counseling from graduate students. In Year III, 25-50% of unfunded women will receive counseling from graduate students.</p> |
| | Establish a system for quality assurance of the screening, referral and follow-up system. | <p>Establish a database to record prevalence, referrals and follow-up across SAMHD services.</p> <p>Develop policy/procedure to conduct QA regarding utilization of database by SAMHD staff.</p> <p>Develop policy/procedure to conduct QA regarding referral and follow-up of women</p> | <p>100% of SAMHD perinatal staff will receive training in utilization of database.</p> <p>Proper utilization of database will increase from 90% in Year II to 100% in Year III.</p> |

ATTACHMENT 2 TIMELINE

Year I (September, 2002 - August, 2003)

| September | October-November | December/January | February-April | May-Aug |
|---------------------------------------|--|--|---|--|
| Receipt of grant award | Hire 2 graduate students | Conduct focus groups | Conduct client interviews at 9 prenatal clinics and 8 family planning clinics | Complete data entry and analysis |
| Preparation of grant for City Council | Choose instrument(s) for use in focus groups | Analyze data from focus groups | | Establish prevalence of perinatal depression in SAMHD population |
| | Train graduate students for focus groups | Create survey/screening tool | Create database | Begin development of policy/procedure and staff training program |
| | | Hire 3 rd and 4 th graduate students | Begin data entry and analysis | |
| | | Train for client interviews, data collection | | |

Development of community mental health referral system (ongoing throughout the year)

TIMELINE
(Cont'd.)

Year II (September, 2003 - August, 2004)

| September-October | November-December | January-February | March - August |
|--|--|--|--|
| Completion of policy/procedure and staff training program | Continued counseling by graduate students | Continued counseling by graduate students | Continued counseling by graduate students |
| Train all SAMHD perinatal staff | Continued development of mental health referral system | Continued development of mental health referral system | Continued development of mental health referral system |
| Counseling by Graduate students From Our Lady of The Lake University | | Conduct quality assurance review of database and charts to insure utilization and compliance with policy/procedure | |
| Development of community mental health referral system | | | |

Year III (September, 2004 - August, 2005)

| September-October | November-December | January-February | March - August |
|---|---|--|---|
| Review policy/procedure Revise as needed | Continued counseling by graduate students | Continued counseling by graduate students | Continued counseling by graduate students |
| Re-train SAMHD perinatal staff | | Conduct quality assurance review of database and charts to insure utilization and compliance with policy/procedure | |
| Continued counseling by graduate students | | | |

ATTACHMENT IV

| | | |
|-----------------|---|--|
| STATE OF TEXAS | § | MENTAL HEALTH COUNSELING FOR |
| COUNTY OF BEXAR | § | SAMHD "HEALTHY START INITIATIVE" AND "PERINATAL DEPRESSION PROJECT" |

This Agreement is entered into by and between the City of San Antonio, hereinafter referred to as "City", acting through its designated representative, the San Antonio Metropolitan Health District (SAMHD), pursuant to Ordinance No. XXXXXX passed and approved on XXXXXX, and Our Lady of the Lake University, Department of Psychology, Community Counseling Service hereinafter referred to as "Contractor".

I. PURPOSE

- 1.1 To formalize an agreement whereby Contractor will provide City with two (2) Counseling Student Interns for the period September 1, 2003 through May 31, 2004. Healthy Start of SAMHD is a project to eliminate disparities in perinatal health funded by the Maternal and Child Health Bureau of the Health Resources and Services Administration (HRSA). A subproject within Healthy Start known as the Perinatal Depression Project which is funded through a grant from the Hogg Foundation has the following goals: to establish the prevalence of depression among pregnant and postpartum women in SAMHD clinics and to establish a triage and treatment system for women identified with depression or other mental health conditions. If project goals are met and Congress appropriates sufficient funding, the SAMHD Healthy Start Initiative will continue through May 31, 2005. In addition if project goals are met for the Maternal Depression Project and funds continue to be available through the Hogg Foundation the project will continue through August 2005. It is anticipated that, with the concurrence of both parties, this agreement will be renewed in subsequent years as long as sufficient funding is obtained for this project and an evaluation component is needed.

II. SERVICES TO BE PERFORMED

Contractor hereby agrees to provide two (2) Master or Doctorate level counseling student interns in accordance with the Perinatal Depression Project as described in the SAMHD grant proposal to the Hogg Foundation which includes the following:

- 2.1 Make accessible mental health counseling services primarily to the population of Healthy Start participants, including the individual participant and her family members, who are unable to access services elsewhere either because of lack of funding, undocumented status or some other reason.
- 2.2 Conduct and document confidential mental health counseling services in three primary locations including the Healthy Start administrative offices at 1325 N. Flores Street, Our Lady of the Lake Community Counseling Service at 590 N. General McMullen, or at the participant's home.
- 2.3 Provide mental health counseling supervision to the counseling student interns through a supervisor selected by the Chair of the Department of Psychology of Contractor.

III. CONSIDERATION

- 3.1 In consideration of the above-described activities provided by Contractor in connection with the activities performed under this Agreement, City agrees to pay Contractor an amount not to exceed \$26,025.00 (twenty-six thousand twenty five and no/100 dollars). Contractor and City agree and understand that this is a contract for payment of services delivered by the Contractor described in Section II above at the intervals described in 3.2 of this Section, except for the Contractor's project related travel expenses.
- 3.2 City agrees to pay for services of Contractor in three installments coinciding with the beginning of each of the three semesters (Fall, Spring and Summer). Each of the two (2) Counseling interns will be available to San Antonio Healthy Start for twelve (12) hours per week for the entirety of each semester. Payments to Contractor will be due according to the following schedule:

January 15, 2004
June 15, 2004

\$ 13,012.50
\$ 13,012.50

IV. LOCATION WHERE SERVICES ARE TO BE PERFORMED

- 4.1 Mental Health Counseling Services will be provided primarily in three locations including the Healthy Start administrative offices at 1325 N. Flores Street, Our Lady of the Lake Community Counseling Service at 590 N. General McMullen, or at the participant's home if deemed appropriate.

V. TERM

- 5.1 The term of this agreement will be from September 1, 2003 through May 31, 2004.

VI. COMPLIANCE

- 6.1 Contractor agrees to conduct services under this agreement in compliance with all Federal, State and local laws, as applicable.

VII. INSURANCE

- 7.1 Prior to the commencement of any work under this Contract, Contractor shall furnish an original completed Certificate(s) of Insurance (including but not limited to counseling liability insurance) to the City's San Antonio Metropolitan Health District and City's Risk Management Division, and shall be clearly labeled "SAMHD Healthy Start Initiative and Perinatal Depression Project", which shall be completed by an agent authorized to bind the named underwriter(s) and their company to the coverage, limits, and termination provisions shown thereon, containing all required information referenced or indicated thereon. The original certificate(s) or form must have the agent's original signature, including the signer's company affiliation, title and phone number, and be mailed directly from the agent to the City. The City shall have no duty to pay or perform under this Contract until such certificate shall have been delivered to City's San Antonio Metropolitan Health District and the City Risk Management's Division, and 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 contract 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 contract, but in no instance will City allow modification whereupon City may incur increased risk.
- 7.3 Contractor's financial integrity is of interest to City; therefore, subject to Contractor's right to maintain reasonable deductibles in such amounts as are approved by City. Contractor shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at Contractor's sole expense, insurance coverage written on an claims made basis, by companies rated A- or better by A.M. Best Company and/or otherwise acceptable to City, in the following types and amounts:

TYPE

AMOUNTS

- | | |
|--|--|
| 1. Workers' Compensation ** Employers' Liability ** | Statutory \$1,000,000/\$1,000,000/\$1,000,000 |
| 2. Commercial General (public) Liability Insurance to include coverage for the following: a. Premises operations *b. Independent contractors c. Products/completed operations d. Personal Injury | For Bodily Injury and Property Damage of \$1,000,000 per claim; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage |

e. Contractual Liability

3. Business Automobile Liability

Combined Single Limit for Bodily Injury and
Property Damage of \$1,000,000 per claim

- a. Owned/leased vehicles
- b. Non-owned vehicles
- c. Hired Vehicles

4. Professional Counseling Liability

* If Applicable

** Alternate Plans Must Be Approved by Risk Management

7.4 City shall be entitled, upon request and without expense, to receive copies of the policies and all endorsements thereto as they apply to the limits required by the City, and may require the deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Contractor shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to City at the address provided in Section 13.6 herein within 10 days of the requested change. Contractor shall pay any costs incurred resulting from said changes.

7.5 Contractor agrees that with respect to the above required insurance, all insurance contracts and Certificate(s) of Insurance will contain the following required provisions:

- Name the City and its officers, employees, volunteers, and elected representatives as additional insureds 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 City is an additional insured shown on the policy;
- Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of City.

7.6 When there is a cancellation, non-renewal or material change in coverage which is not made pursuant to a request by City, Contractor shall notify City of such and shall give such notices not less than thirty (30) days prior to the change, if Contractor knows of said change in advance, or ten (10) days notice after the change, if Contractor did not know of the change in advance. Such notice must be accompanied by a replacement Certificate of Insurance. All notices shall be given to City at the following address:

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

**City of San Antonio
Risk Management Division
P.O. Box 839966
San Antonio, Texas 78283-3966**

7.7 If Contractor fails to maintain the aforementioned insurance, or fails to secure and maintain the aforementioned endorsements, the City may obtain such insurance, and deduct and retain the amount of the premiums for such insurance from any sums due under the agreement; however, procuring of said insurance by City is an alternative to other remedies City may have, and is not the exclusive remedy for failure of Contractor to maintain said insurance or secure such endorsement. In addition to any other remedies City may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, 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. (Note: This is not applicable to Tenants.)

- 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 with respect to any insurance or self insurance carried by the City of San Antonio for liability arising out of operations under this contract.

VIII. INDEMNITY

- 8.1 Contractor covenants and agrees to FULLY INDEMNIFY and HOLD HARMLESS, City and the elected officials, employees, officers, directors, volunteers and representatives of City, individually or 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 City directly or indirectly arising out of, resulting from or related to Contractor's activities under this Contract, including any acts or omissions of Contractor, any agent, officer, director, representative, employee, consultant or subcontractor of Contractor, and their respective officers, agents, employees, directors and representatives while in the exercise of performance of the rights or duties under this Contract, all without however, waiving any governmental immunity available to the City under Texas Law and without waiving any defenses of the parties under Texas Law. IT IS FURTHER COVENANTED AND AGREED THAT SUCH INDEMNITY SHALL APPLY EVEN WHERE SUCH COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND/OR SUITS ARISE IN ANY PART FROM THE NEGLIGENCE OF CITY, THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS AND REPRESENTATIVES OF CITY, UNDER THIS CONTRACT. 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 promptly advise City in writing of any claim or demand against City or Contractor known to Contractor related to or arising out of Contractor's activities under this Contract and shall see to the investigation and defense of such claim or demand at Contractor's cost. 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 It is the EXPRESS INTENT of the parties to this Contract, that the INDEMNITY provided for in this section, is an INDEMNITY extended by Contractor to INDEMNIFY, PROTECT and HOLD HARMLESS, City from the consequences of CITY's OWN NEGLIGENCE, provided however, that the INDEMNITY provided for in this section SHALL APPLY only when the NEGLIGENT ACT of the City is a CONTRIBUTORY CAUSE of the resultant injury, death, or damage, and shall have no application when the negligent act of City is the sole cause of the resultant injury, death, or damage. Contractor further AGREES TO DEFEND, AT ITS OWN EXPENSE and ON BEHALF OF CITY AND IN THE NAME OF CITY, any claim or litigation brought against CITY and its elected officials, employees, officers, directors, volunteers and representatives, in connection with any such injury, death, or damage for which this INDEMNITY shall apply, as set forth above.

IX. RELATIONSHIP OF THE PARTIES

- 9.1 City and Contractor agree that Contractor is an independent Contractor and that neither has authority to bind the other or hold out to third parties that it has the authority to bind the other.
- 9.2 Contractor also agrees that each and every person that performs services under this agreement does so on Contractor's behalf and as Contractor's agent and at all times and for all purposes remains an employee of Contractor.

X. TERMINATION

- 10.1 City and Contractor understand and agree that either party may terminate this agreement. Either party shall have the option of terminating this contract, without cause, by giving the other party no less than thirty (30) days written notice. Such notice shall specify the effective date of termination, which date shall not be sooner than the end of thirty days following the day on which the notice is received by the other party.

XI. CONFIDENTIAL INFORMATION

- 11.1 Contractor understands and agrees that during the term of this agreement, it will have access to confidential information, and in accordance therewith, agrees to abide by all statutes governing such matters.
- 11.2 Contractor shall guarantee security and confidentiality of records and other information related to activities performed under this agreement in accordance with the applicable Federal, State and Local rules and regulations. This provision shall not be construed as limiting City's right of access to records or any other information produced as a result of this agreement.

XII. DEBARMENT

- 12.1 Contractor certifies that Contractor is not debarred from entering into this agreement as defined by Federal debarment guidelines.

XIII. LEGAL AUTHORITY

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

XIV. AMENDMENT

- 14.1 This agreement, together with the authorizing ordinance, constitutes the entire agreement between the parties. No amendment, modification, or alteration of the terms of this agreement shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.
- 14.2 Amendments or modifications to this agreement may be initiated by either party hereto provided a thirty (30) days written notice is given to the other party.

XV. ASSIGNING INTEREST

- 15.1 Contractor shall refrain from transferring or assigning any interest in this agreement without the prior written consent of the City.

XVI. BILLING

- 16.1 Contractor shall use generally accepted accounting principles, as recognized by the American Institute of Certified Public Accountants.
- 16.2 Contractor shall submit invoices to City of San Antonio in accordance with the schedule set out in Section 3.2 of this agreement. Each invoice shall outline the work completed during the previous period in accordance with the stated scope of work for the contract year described in Section II above and the amount due and owing. The total payments hereunder shall not exceed \$26,025.00.

16.3 All payments due by City hereunder shall be mailed to:

Finance and Services
Our Lady of the Lake University
Attention: Mr. Gary Pemberton
411 SW 24th St
San Antonio, Texas 78207

Or at such other address on file with the City Clerk as Contractor may provide from time to time in writing to City.

XVII. CERTIFICATIONS

- 17.1 Contractor certifies that each and every person designated to provide services under this agreement will work under the supervision of licensed professionals as designated by OLLU Department of Psychology and/or the Community Counseling Service of OLLU.

XVIII. CONFLICT OF INTEREST

- 18.1 Contractor acknowledges that it is informed that the City of San Antonio City Charter prohibits contracts between City and any local public official, such as a City officer or employee, and that the prohibition extends to an officer or employee of City boards and commissions and to contracts involving a business entity in which the official has a substantial interest, as defined by Texas law, if it is reasonably foreseeable that an action on the matter would confer an economic benefit on the business entity. Contractor certified, and this Agreement is made in reliance thereon, that to the best of its knowledge neither it, its individual officers, employees or agents, nor any person having a substantial interest in this agreement is an officer or employee of the City or any of its agencies.

XIX. RECORDS

- 19.1 Contractor and its agents if any, shall properly, accurately and completely maintain all books, documents, papers, accounting records, and other evidence pertaining to or resulting from this agreement and shall make such materials available at their respective offices at all reasonable times and as often as City may deem necessary, during the term of this agreement for the purpose of accounting and audit inspections by City, or any designated representatives to audit, examine and make excerpts and/or copies of same. In the event that an overpayment is discovered by such audit, Contractor shall remit the overpaid amount to City within thirty (30) days of notice thereof.
- 19.2 Except as may be required by the Texas Open Records Act or other applicable law, access to records related to, or generated as a result of, this agreement shall be limited to Contractor, City or the duly designated representative of each.

XX. RIGHTS TO MATERIAL

- 20.1 All records, data, finished or unfinished reports, studies, charts, schedules, documents, surveys, drawings, maps, models, photographs, designs, plans or other appended documentation pertaining to this Project, and any responses, inquiries, correspondence and related material submitted by Contractor in connection therewith, shall, upon receipt, become the property of City.

XXI. SECTARIAN ACTIVITY

- 21.1 None of the performance rendered hereunder shall involve, and no portion of the funds received hereunder shall be used, directly or indirectly, for the construction, operations, maintenance or administration of any sectarian or religious facility or activity, nor shall said performance rendered or funds received be utilized so as to benefit, directly or indirectly, any such sectarian or religious facility or activity.

XXII. POLITICAL ACTIVITY

- 22.1 None of the performances rendered hereunder shall involve, and no portion of the funds received hereunder shall be used, either directly or indirectly, for any political activity including, but not limited to, 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.

XXIII. NOTICES

- 23.1 Notices to City required or appropriate under this agreement shall be deemed sufficient if in writing and mailed, registered or certified mail, postage prepaid, addressed to:

City Clerk
City of San Antonio
P.O. Box 839966
San Antonio, Texas 78283-3966

AND

Director, San Antonio Metropolitan Health District
City of San Antonio
332 W. Commerce
San Antonio, Texas 78205

Or to such other address as may have been designated in writing by the City of San Antonio, from time to time. Notices to Contractor shall be deemed sufficient if in writing and mailed, registered or certified mail, postage prepaid, addressed to:

Joan L. Biever, Ph.D.
Professor and Chair
Department of Psychology
Our Lady of the Lake University
411 SW 24th St
San Antonio, Texas 78207-4689

Or at such other address on file with the City Clerk as Contractor may provide from time to time in writing to City.

XXIV. SEVERABILITY

- 24.1 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 held invalid, illegal or unenforceable there be added as a part of this agreement a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible, legal, valid and enforceable.

XXV. LITIGATION

- 25.1 Special Provisions: Under no circumstances will the funds received under this Contract 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.
- 25.2 During the term of this agreement, if Contractor files and/or pursues an adversarial proceeding against City then, at City's option, this agreement and all access to the funding provided for hereunder may terminate if Contractor is in violation of 26.1.
- 25.3 Contractor, at the City's option, could be ineligible for consideration to receive any future funding while any adversarial proceedings against the City remains unresolved.

25.4 For purposes of this Article, "adversarial proceedings" include any cause of action filed by the Contractor in any state or federal court, as well as any state or federal administrative hearing, but does not include Alternative Dispute Resolution proceedings.

XXVI. TEXAS LAW

26.1 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.

XXVII. CAPTIONS

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

XXVIII. FULL AGREEMENT

28.1 This agreement, the authorizing ordinance and any exhibits 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.

EXECUTED THIS _____ day of October, 2003.

CITY OF SAN ANTONIO

OUR LADY OF THE LAKE UNIVERSITY
on behalf of the Department of Psychology

Frances A. Gonzalez
Assistant to the City Manager

By: _____

ATTEST:

By: _____

Yolanda L. Ledesma
Acting City Clerk

By: _____

APPROVED AS TO FORM:

Andrew Martin
City Attorney