

**ATTACHMENT A04  
MENTAL HEALTH DEPUTY, VERSION 1**

**CONTRACT NO.  
GRANTEE:**

Mental Health Deputy programs help improve the crisis response system by diverting people in need of behavioral health crisis services from hospitals and jails to community-based alternatives that provide effective behavioral health treatment at less cost. Mental Health Deputies are officers specially trained in crisis intervention through Texas Commission on Law Enforcement who work collaboratively with the community and Grantee's crisis-response teams.

**SECTION I. GRANTEE RESPONSIBILITIES:**

Grantee shall:

1. Maintain a Mental Health Deputy (MHD) Program (Program) that promotes collaboration between local law enforcement and mental health professionals to provide crisis intervention and crisis stabilization services to individuals in behavioral health emergencies. The MHD Program is designed to: divert individuals from unnecessary arrests and bookings; divert individuals from unnecessary hospitalizations; provide timely crisis intervention and crisis stabilization services; and provide referrals and linkage to long-term community mental health services.
2. Coordinate with local law enforcement personnel to respond to requests for crisis intervention for individuals identified to be in a behavioral health emergency;
3. Serve as a liaison between local law enforcement and community stakeholders with an interest in behavioral health services;
4. Conduct a meeting each quarter of the state fiscal year (beginning September 1st through August 31st) to include staff of the Local Mental Health Authority (LMHA), other local health care agencies, and local law enforcement to include mental health deputies (*i.e.*, HHSC-funded and non-HHSC-funded), to enhance communication and coordination of services for individuals with mental illness.
5. Ensure mental health deputies transport individuals in behavioral health emergencies to the appropriate service location where the individual can receive crisis stabilization services. Service locations may include the following: community hospitals, contracted psychiatric beds, crisis respite units, crisis residential units, extended observation units, crisis stabilization units, and state hospital facilities.
6. Ensure that when clinically appropriate, mental health deputies collaborate with staff of the LMHA to institute an emergency detention, or, seek a judge's or magistrate's order for emergency apprehension and detention under Texas Health and Safety Code, Chapter 573 (Emergency Detention);
7. In accordance with Texas Health and Safety Code, Section 574.023 (Apprehension Under Order) mental health deputies, where determined appropriate, transport individuals requiring admission to an inpatient mental health facility;
8. On an annual basis, coordinate and/or conduct training for mental health deputies funded by HHSC. The training must address the following components:
  - a) Recognizing signs and symptoms of mental illness, substance use, and co-occurring mental illness;
  - b) Understanding Cultural Issues;
  - c) Crisis Intervention and De-escalation; and

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- d) Information on community resources, to include providing “A Community Support Guide for Alternatives to Inpatient Mental Health Treatment” guide. This guide can be found online by following this link: <https://hhs.texas.gov/services/mental-health-substance-use/mental-health-substance-use-resources>.
9. Maintain written policies and procedures that describe program processes. Policies and procedures shall include processes for referrals, engagement, and continuity of care.
10. Provide HHSC with the contact information of all dedicated Mental Health Deputy staff on Form S, incorporated by reference and posted at: <https://www.hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/behavioral-health-provider-resources/community-mental-health-contracts>. Changes in program coordinating staff must be reported to HHSC within 72 hours.

**SECTION II. PERFORMANCE MEASURES:**

HHSC will measure the Grantee's performance based on the terms of this Statement of Work and the achievement of the following activities and performance measures:

1. Grantee shall submit the Quarterly Mental Health Deputy Report (Form C), incorporated by reference and posted at: <https://www.hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/behavioral-health-provider-resources/community-mental-health-contracts>, electronically to [performance.contracts@hhsc.state.tx.us](mailto:performance.contracts@hhsc.state.tx.us) in accordance with the schedule defined in Information Item S, Submission Calendar, incorporated by reference and posted at: <https://www.hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/behavioral-health-provider-resources/community-mental-health-contracts>. The report shall include the following:
  - a) quarterly meetings of the fiscal year to include the date of the meetings and the name, title, and organization represented by attendees; and
  - b) trainings provided to mental health deputies with the date of the training and the number of attendees.
2. In accordance with Information Item S, Submission Calendar, incorporated by reference and posted at: <https://www.hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/behavioral-health-provider-resources/community-mental-health-contracts>, Grantee shall submit to HHSC’s Contract Manager the budget on Form P, incorporated by reference and posted at: <https://www.hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/behavioral-health-provider-resources/community-mental-health-contracts>.
3. In accordance with Information Item S, Submission Calendar, incorporated by reference and posted at: <https://www.hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/behavioral-health-provider-resources/community-mental-health-contracts>, Grantee shall submit to HHSC’s Contract Manager a copy of all written policies and procedures required by this Statement of Work.
4. Grantee shall perform these activities and provide documentation to HHSC’s Contract Manager in the manner and timeframes specified within this Section.

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**SECTION III. PAYMENT METHOD**

Quarterly Allocation

**SECTION IV. FUNDING:**

1. HHSC may adjust funds or de-obligate on a one time or permanent basis based on utilization and statewide need.
2. Grantee may transfer money between budget categories of this Statement of Work, without prior approval, but after notifying HHSC Contract Manager of the transfer, and subject to the following restrictions:
  - a) No budget category transfer or cumulative transfers may exceed 25% of the total value of this Statement of Work or \$100,000, whichever is less;
  - b) Grantee shall request prior written approval from HHSC if the budget transfer(s) exceeds \$100,000, alone or cumulatively;
  - c) A formal contract amendment is required if the budget category transfer(s) or cumulative transfers exceeds 25% of the value of this Statement of Work.
3. If Grantee's total allowable expenditures for the term of this Contract are less than the total amount disbursed by HHSC in Grantee's four quarterly allocations, Grantee shall be subject to recoupment of the difference between the total amount of state fiscal year allocation disbursed by HHSC and Grantee's state fiscal year total expenditures.
4. If by the end of the second quarter of each state fiscal year (February 28th, or February 29th on leap years) Grantee has not expended at least 70% of Quarter 1 and Quarter 2 combined allocations, HHSC may recoup the difference between the 70% benchmark and the Grantee's expenditures for Quarter 1 and Quarter 2.

**SECTION V. OUTCOME IF GRANTEE CANNOT COMPLETE REQUIRED PERFORMANCE**

Unless otherwise specified in this Statement of Work, if Grantee cannot complete or otherwise comply with a requirement included in this Statement of Work, HHSC, at its sole discretion, may impose remedies or sanctions outlined under Contract Attachment C, Local Mental Health Authority Special Conditions, Section 7.09 (Remedies and Sanctions).