Mobile Crisis Team Designation Application & Agreement

State Form 57294 (R2 / 08-26)
FAMILY AND SOCIAL SERVICES ADMINISTRATION
DEPARTMENT OF MENTAL HEALTH AND ADDICTION

INSTRUCTIONS: The following Application and Agreement is for the Designation of Mobile Crisis Teams in the State of Indiana. Applicants shall answer all questions in this form. The Application and Agreement shall be submitted via email to IN988Questions@fssa.in.gov with the subject line "Mobile Crisis Team Designation Application & Agreement – [Agency Name]." Upon email submission, your Agency will receive a SharePoint link to upload all attachments specified in Section 27. By filling out this Designation Application and Agreement, the applicant attests to follow all requirements and policies described within this document. For any questions on the Mobile Crisis Team Designation, please email IN988Questions@fssa.in.gov.

PROVIDER GENERAL INFORMATION

Organization Name, including D.B.A. Name if applicable		
Address *(number and street, city, state, and ZIP code)*		
City, State and Zip Code	Has your organization previously been designated? Yes ☐ No ☐	Previous Designation Date
Primary Point of Contact Name	Primary Point of Contact Email	Primary Point of Contact Tel.
Secondary Point of Contact Name	Secondary Point of Contact Email	Secondary Point of Contact Tel.
Number of Mobile Crisis Teams	Number of Counties Served	
Names of Counties Served		

MOBILE CRISIS TEAM INFORMATION

Shift Times (Totaling 24 Hours)	Number of MCTs Available for Dispatch

SCREENERS AND ASSESSMENTS

Suicide Risk Assessment/Screener Used	Safety Risk Assessment/Screener Used	Level of Care Assessment Used

ACCREDITATION

Identify the contract, certification, and/or accreditation for providing behavioral healthcare services in Indiana.	Accreditation Expiration Date
Choose an Item	

COMPLAINTS AND OTHER INCIDENTS

In the past two (2) years, has the agency received any complaints or experienced any incidents with patients or employees that led to the suspension or revocation of accreditation or certification, or resulted in legal, regulatory, or administrative action against the organization?
Yes ☐ No ☐

If your organization answered yes for the above item, please explain:

SIGNATURE AND ATTESTATION

The undersigned attest, subject to the penalties for perjury, that they are the person of ultimate responsibility, or that they are the properly authorized representative, agent, member or officer of the Agency, that they have not, nor has any other member, employee, representative, agent or officer of the Agency, directly or indirectly, to the best of the undersigned's knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that they have not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of this Agreement. This designation, if accepted, will remain valid for a period of two years from the effective date.

Printed Name	Title
Signature	Date

FOR USE BY THE DIVISION OF MENTAL HEALTH AND ADDICTION ONLY		
The signature below attests that this document certifies and designates the organization as a designated mobile crisis provider until the specified expiration date, commencing on the effective designation date. This designation, once signed, confirms the organization's official designated status and authorized operational timeframe.		
Assistant Director of Suicide Prevention and Crisis Response	Crisis Response Project Director	
Designation Approval Status Approved ☐ Denied ☐ Conditional Approval ☐	Designation Commencement	Designation Expiration

Mobile Crisis Team Designation Agreement

This agreement is entered into by the Family and Social Services Administration, Division of Mental Health and Addiction and (_____) located in the following counties: (_____)
Under the terms and conditions set forth below, this agreement authorizes the Agency to operate as a Mobile Crisis Team. In consideration of this agreement, the parties agree as follows:

1) Access to Records

The Agency and its subcontractors, if any, shall maintain all books, documents, papers, policies, etc. Agency shall make such records available at their respective offices at all reasonable times during this Agreement, and for three (3) years from the date of a termination of this agreement, for inspection by the State or its authorized designees. Copies shall be furnished at no cost to the State, if requested.

2) Redesignation Process and Timeline

This designation, if accepted, will remain valid for a period of two (2) years from the effective date. The Agency may apply for redesignation within ninety (90) days prior to the expiration date. The redesignation process shall include submission of updated documentation, policies, and performance data for review by the Division as specified in Section 27. The applicant should include their previous designation agency agreement documentation in their redesignation application. The Agency is responsible for ensuring its designation remains active, unexpired, and in good standing at all times. If a provider's designation is renewed after its expiration date due to the provider's failure to timely submit required renewal documentation, the renewed designation shall be effective only as of the date of State approval, and no retroactive or backdated effective date will be permitted. Certain updates to this Agreement may be posted on the DMHA website at the State's discretion. It is the responsibility of the provider to familiarize themselves with any such changes, should they occur.

3) Authority to Bind Agency

The signatory for the Agency represents that they have been duly authorized to execute this Agreement on behalf of the Agency and has obtained all necessary or applicable approvals to make this Agreement fully binding upon the Agency when their signature is affixed and accepted by the State.

4) Client Record Requirements

Agency shall maintain a record on each individual in a confidential manner, and secure consent for the release of client information in accordance with State and Federal Regulations, including 42 CFR Part 2, HIPAA and any other applicable federal or state laws.
Agency shall adhere to all relevant FSSA Application Security policies located at http://in.gov/fssa/4979.htm for any related activities provided to FSSA under this agreement. Agency is responsible for validating that any subcontractors they engage will also comply with these policies. Any exceptions to these policies require written approval from the FSSA Privacy & Security Office.
Agency shall include in all clients' clinical records any items required by the State. These records are subject to quality assurance review by the Division at any time. These records include but are not limited to the client's:

a) Crisis Assessment (including, but not limited to: the Level of Care Assessment, Suicide Risk Screening and Assessment, Safety and Risk Assessment, and Medical History);
b) Progress notes related to method of stabilization and evidence-based practice used as well as any case management services with informal and formal supports and disposition of intervention;
c) Certified Peer documentation;
d) Patient Safety Plan (developmentally appropriate safety plan includes, but is not limited to: observable signs of distress in the client's words, coping skills identified as helpful by the client, informal support and contact information, formal support and contact information, and information about services and support referrals made with contact information). Patient safety plans must abide by all requirements set forth in IC 12-21-5-6;
e) Brief medical history as it relates to the crisis, if applicable;
f) Transition/Transfer Plan, as needed. Such plans shall consider client changes in level of care, any referrals for follow up services, and internal or external resource referrals;
g) Documentation of follow up services, in alignment with requirements specified in the CCBHC Provider Module;
h) Any release of information forms required pursuant to state or federal laws, rules or regulations;
i) Informed Consent for Services;

j) Treatment Refusal/transportation refusal form completed by the Mobile Crisis Team. If possible, it is recommended that the patient sign the refusal form; however, the State understands that this may not always be possible; and
k) Billing Claims.

For instances of transfer to higher level of care, the clinical records must document this.

5) 988 Referral Acceptance

a) Agency shall accept referrals from a 988 Contact Center without an additional triage or screener as all referrals have already been triaged by the 988 Contact Center. A 988 Contact Center will ask for mobile crisis response within forty-five (45) miles (or distance equal to sixty (60) minute trip [urban] and ninety (90) minute trip [rural]) to caller in crisis.
    (1) If the mobile crisis team determines that a dual response with law enforcement is necessary, the mobile crisis team must notify the 988 Contact Center that they will be contacting 911 to request support. The mobile crisis team must still respond to the individual in crisis, even if 911 will support as a dual response. The mobile crisis team shall coordinate and communicate with law enforcement prior to arrival on the scene. Best practice for co-response includes that law enforcement responders are trained in crisis intervention and have experience acting within a crisis intervention team (CIT).
    (2) Crisis Intervention Team (CIT) is a community-led program that fosters collaboration among law enforcement, mental health providers, individuals with mental illnesses, families, and communities to improve interactions and reduce stigma. CIT is a recommended annual training for law enforcement officers engaging in a co-responder behavioral health team structure
b) Agency shall accept referrals from a 988 Contact Center and shall not discriminate. Agency will comply with all applicable State & Federal laws, including title VI of the Civil Rights Act of 1964; title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; the Rehabilitation Act of 1973; and the Americans with Disabilities Act.
c) If an MCT becomes aware of a service interruption (e.g., limited staffing, phone connection issues, etc.) that prevents them from serving their designated area for longer than 30 minutes, the MCT shall contact 988 immediately to inform them of the change. Once the issue has been resolved, the MCT shall call back to notify the 988 Contact Centers that their services have returned to normal. When providing an update, the MCT shall share the following information with the 988 Contact Center: Name of MCT, counties affected, expected service outage timeframe, name and role of the individual providing the update, and contact information. The 988 Contact Center will then alert other 988 Contact Centers and the State.

6) Follow Up Services

Agency shall provide at least one (1) follow up service within fourteen (14) days of the crisis event and can provide other follow up services for ninety (90) days. These follow up services will include members of the original mobile crisis team whenever possible. Mobile crisis teams shall use a lifespan and developmentally appropriate approach.

7) Mobile Crisis Team

Agency shall respond to a request/referral for mobile crisis response in person to the individual in crisis. The Agency will fulfill Mobile Crisis Team requirements under IC 12-21-8-10, described below.

IC 12-21-8-10: Division coordination requirements; mobile crisis team requirements
b) The mobile crisis teams must include:
    (1) a peer certified by the Division; and
    (2) at least one (1) of the following:
        (A) A behavioral health professional licensed under IC 25-23.6;
        (B) Any other behavioral health professional (OBHP), as defined in 440 IAC 11-1-12;
        (C) Emergency medical services personnel licensed under IC 16-31;
        (D) Law enforcement based co-responder behavioral health teams;
c) Crisis response services provided by a mobile crisis team must be provided under the supervision of:
    (1) a behavioral health professional licensed under IC 25-23.6;
    (2) a licensed physician; or
    (3) a licensed advance practice nurse or clinical nurse specialist

The supervision required under this subsection may be performed remotely. *As added by P.L.207-2021, SEC.10. Amended by P.L.74-2022, SEC.15.*

In signing this agreement, the Agency attests their compliance with the mobile crisis services described in Section 9.3 of the CCBHC Provider Module, as this module describes the standard for all mobile crisis services in Indiana, even if the Agency is not a CCBHC. In signing this agreement, the Agency attests that all mobile crisis services will be provided in line with guidance in the State Suicide Prevention Plan required by IC 12-21-5-5. Mobile crisis teams shall use a lifespan and developmentally-appropriate approach.

8) Training Requirements

The following training subjects are required for all clinical staff, supervisors, and certified peers involved with mobile crisis response. The State also plans to release trainings on additional topics, including Mobile Response & Stabilization Services (MRSS), throughout the year that all agencies will be required to complete.

SUBJECT	DESCRIPTION	CADENCE
Client Rights and Responsibilities	Training on rights and responsibilities for people receiving behavioral health treatment. These can include but are not limited to informed consent, treatment in least restrictive environment, participation in care planning, etc.	Annual
CPR and First Aid	As evidenced by certification	Every 2 years, per certification requirements
Crisis Intervention & De-escalation Strategies	Training in a range of verbal and nonverbal skills used to slow down the situation, increase mindful awareness of current circumstances such that an individual can make more informed decisions and improve their ability to cope with a given situation/emotion. This training focuses on using strengths-based, person-centered, trauma-informed and resolution-focused safety planning, conflict resolution, crisis intervention, and de-escalation.	Annual
Ethics in Crisis Care	Training in moral principles of providing behavioral health care services and addressing common dilemmas that arise in crisis care (such as dual relationships, confidentiality, practicing outside of one's scope, mandated reporting, and duty to warn, etc.). This training provides frameworks for navigating ethical dilemmas, ethical decision-making, boundary management, conflicts of interest, and self-care/preventing burnout.	Annual
Family Role In Peer Support*		Annual * Requirement for Certified Peers Only
HIPAA and PHI in Crisis Care	Topics to cover include Health Insurance Portability Accountability Act (HIPAA) Confidentiality; Standards of practice for mobile crisis teams sharing protected information in crisis situations; Legal safeguards and standards for exchanging protected health information when coordinating with other delivery systems of care; Mandated reporting	Annual
Level of Care Assessment	Training on assessing a person in crisis to determine the most appropriate care setting based on based on the person's clinical presentation, functioning, and protective factors.	Annual
Lifespan Approaches to Crisis Care	Training on topics related to children, youth, families, MRSS, aging adults, IDD, etc. As this is an emerging area, providers may submit training for one or multiple of these topics of DMHA approval.	Annual
Motivational Interviewing	Motational Interviewing (MI) trainings should, at a minimum, cover the spirit of MI, MI skills, the tasks of MI, and change talk. Ideally, trainings should be based on Motivational Interviewing (2023, Miller and Rollnick) and include experiential components that allow trainees to practice concepts and skills. Trainings may be conducted in person or online, but they must align with the learning objectives outlined above. Training durations should be sufficient to adequately cover all concepts (e.g., a one-day training or multi-day workshop).	Annual

Naloxone Administration	Training focused on recognizing, responding to, and reversing opioid overdoses using Naloxone (Narcan)	Annual
Psychological/Mental Health First Aid	Recognizing and addressing vicarious trauma in ourselves and others	Every 3 years; per certification requirements
Psychotropic Medications	Training on common, current medications for adults and youth mental health treatment. Best practice is that this training be delivered by a person who has prescribing capabilities.	Annual
Safety Practices for Overdose and Disease Prevention	Training in an approach that emphasizes engaging directly with people who use substances to prevent overdose and infectious disease transmission; improve physical, mental, and social well-being of those served; offer low threshold options for accessing substance use disorder (SUD) treatment and other healthcare services.	Annual
Suicide Intervention Skills Training	Such as ASIST, Stanley-Brown safety plan training (youth specific option), Counseling on Access to Lethal Means (CALM), etc.	Annual

Peers on a mobile crisis team must be certified in Crisis Peer Training. Certification must be either Certified Peer Support Professional (CPSP) or Certified Peer Recovery Coach (CPRC). The State also plans to release trainings on additional topics, including MRSS, throughout the year that all Certified Peers will be required to complete.

9) Service Provision Schedule

Agency shall provide in-person, community-based mobile crisis response services twenty-four (24) hours per day, seven (7) days per week, and three hundred and sixty-five (365) days per year. Agency will have a current policy related to maintaining staffing coverage twenty-four (24) hours per day, seven (7) days per week, and three hundred and sixty-five (365) days per year.

10) Audits

Agency shall maintain records such as clinical records, billing records and applicable policies and procedures including, but not limited to the following:

a) 'No Wrong Door' policy;
b) Law enforcement interaction with Mobile Crisis Team policy, as directed by guidance from the CCBHC Provider Module;
c) Mobile Crisis Team Location of Service policy;
d) At least one of the following: Certificate of Accreditation, State of Indiana Organizational Licensure/Certification approved by FSSA DMHA, State of Indiana Licensure/Certification by IDOH, State of Indiana FSSA DDARS, American Association of Suicidology (AAS) Crisis Services Accreditation, or other organizational licensure/certification as approved by the State;
e) Mobile Crisis Team Follow Up policy;
f) Policies and procedures for client referrals to services (including but not limited to: emergency rooms/hospitals, Crisis Receiving and Stabilization Units, outpatient facilities, shelters, Recovery Community Organizations, etc.);
g) Training certificates for all Mobile Crisis Team members and clinical supervisors. Each certificate must include:
    (1) Training title and description;
    (2) Training provider name;
    (3) Number of hours completed;
    (4) Date of completion; and
    (5) Repetition cadence (e.g., annually, as needed);
h) Certifications/licensure (number or document) for Certified Peers, other clinical members of mobile crisis team, and clinical supervisor;
i) Policy related to facilitation of transportation to a facility internal or external to the organization (including documentation of related insurance coverage with Agency). If Agency is contracted with an external entity to provide transportation, Agency will maintain records of contract (and revisions), accounting records, and documented insurance coverage by the contracted entity. Policy shall also include an alternate plan for transportation should the primary transportation provider be unavailable;

j) Staffing plan and schedules for mobile crisis teams and supervisors to provide adequate staffing for mobile crisis response within area of service for twenty-four (24) hour, seven (7) day service. Staffing plan will also include twenty-four (24) hour, seven (7) day accessibility of supervisor; and
k) Confidentiality and Record Management Policy.

11) Data Reporting

Agency shall collect and submit all crisis data to DARMHA at least monthly. For more details on crisis reporting, refer to the Crisis Reporting Manual at https://dmha.fssa.in.gov/DARMHA/MainDocuments.

12) Suspension of Ability to Accept Patients

The Division will conduct quality reviews of each designated Agency at a cadence determined by the Division. The Division shall issue an immediate conditional status, through which an Agency must suspend their ability to accept referrals and must temporarily cease operations as a mobile crisis team upon the Division's investigation and determination of any of the following conditions:

a) Any conduct or practice in the operations of the Agency that is found by the Division to be detrimental to the welfare of persons served by the organization;
b) Violation of a federal or state statute, rule, or regulation in the course of the operation of the Agency;
c) The physical safety of the consumers or staff of the Agency is compromised by a physical or sanitary condition of a physical facility of the Agency;
d) Failure of the Agency to renew accreditation within ninety (90) days following expiration of the Agency's current accreditation by the Agency's accrediting agency if accreditation is required at the Agency's level of certification;
e) A substantive change in the Agency's accreditation status other than revocation of the accreditation if accreditation is required at the Agency's level of certification;
f) Failure to comply with this agreement; and
g) Failure to complete Quality Improvement review

After the quality review period, the Division shall notify the Agency of the following:

a) The requirements not met, and a determination if an Agency is under a conditional status and therefore must temporarily suspend acceptance of 988 referrals and cease mobile crisis team operations;
b) The intermediate steps required by the Division that the Agency must take to meet those requirements through a corrective action plan (CAP); and
c) The time period granted by the Division for the Agency to meet the requirements

The time period of a suspension of ability to accept referrals from a 988 Contact Center and operate as a mobile crisis team, or conditional status, will be case specific and communicated by the Division. During a conditional status period, the Agency must remediate noncompliant items within a timeframe determined by the Division. During this period, Agencies shall submit a corrective action plan (CAP) to the Division outlining action steps to resolve unmet requirements for designation prior to the re-review period. Agencies under conditional status may not continue mobile crisis response and activities until the CAP is approved by the Division during the re-review period. The Division will complete a re-review of the Agency upon the completion of a CAP within the pre-determined timeframe. The Division shall terminate the Agency's designation if the Agency fails to meet the requirements within the allotted time period, or if the Division determines additional deficiencies that warrant termination during this time period.

During a quality review, the Division may identify areas of noncompliance that are not included in the reasons for conditional status outlined in this section. In such cases, the Division may determine that conditional status is not warranted. However, the Agency must collaborate with the Division and submit a corrective action plan (CAP) to address the identified issues. While the CAP is being implemented, the Agency may continue operating as mobile crisis teams and accept 988 referrals, as it is not under conditional status. Following re-review, the Division will determine whether conditional status should be issued.

13) Termination

The Division shall terminate the designation of the Agency if the following occurs:

a) The Agency's accreditation is revoked;
b) The Agency that has a conditional status does not meet the requirements of the Division within the period of time required;
c) The Agency fails to provide proof of application for accreditation prior to the expiration of the initial conditional status;
d) The Agency fails to become accredited within twenty-four (24) months of receiving a conditional status;

e) The Agency that has a suspension of ability to accept referrals from a 988 Contact Center and operate as a mobile crisis team does not meet the requirements of the Division within the period of time required;
f) The Agency has repeated history of non-compliance with this article for which conditional status has been issued more than one time within a twenty-four (24) month period;
g) Any provider that has not provided services to consumers for over (1) one year period of time;
h) Failure to comply with reviews conducted by the agency;
i) Failure to report or respond appropriately to any sentinel events. Sentinel event refers to death, permanent harm, or severe temporary harm requiring intervention to sustain life. The Agency must be able to show their response and follow up in their documentation to ensure that the consumer's needs were addressed; and
j) The conduct of the Agency or conditions of the Agency facility place consumers in imminent harm.

The Division shall notify the Indiana Family and Social Services Administration and the Department of Administration that the Agency's designation has been terminated. An Agency whose regular designation is terminated may not reapply for Mobile Crisis Team Designation until the lapse of one (1) year from the date of termination.

14) Compliance with Laws
a) The Agency shall comply with all applicable Federal, State, and local laws, rules, regulations, and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference.
b) The Agency and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC §4-2-6, et seq., IC §4-2- 7, et seq. and the regulations promulgated thereunder. If the Agency has knowledge, or would have acquired knowledge with reasonable inquiry, that a State officer, employee, or special State appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Agreement, the Agency shall ensure compliance with the disclosure requirements in IC 4-2-6-10.5 prior to the execution of this agreement. If the Agency is not familiar with these ethical requirements, the Agency should refer any questions to the Indiana State Ethics Commission or visit the Inspector General's website at http://www.in.gov/ig/. If the Agency or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Agreement immediately upon notice to the Agency. In addition, the Agency may be subject to penalties under IC §§4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.
c) The Agency warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the State of any such actions. During the term of such actions, the Agency agrees that the State may delay, withhold, or deny work under any supplement, amendment, change order or other contractual device issued pursuant to this Agreement.
d) The Agency warrants that the Agency and its subcontractors, if any, shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Agreement and grounds for immediate termination and denial of further work with the State.
e) The Agency affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.
f) As required by IC §5-22-3-7:
(1) The Agency and any principals of the Agency certify that:
(A) the Agency, except for de minimis and nonsystematic violations, has not violated the terms of:
(i) IC §24-4.7 [Telephone Solicitation Of Consumers];
(ii) IC §24-5-12 [Telephone Solicitations]; or
(iii) IC §24-5-14 [Regulation of Automatic Dialing Machines];

in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and
(B) the Agency will not violate the terms of IC §24-4.7 for the duration of the Agreement, even if IC §24-4.7 is preempted by federal law.
(2) The Agency and any principals of the Agency certify that an affiliate or principal of the Agency and any agent acting on behalf of the Agency or on behalf of an affiliate or principal of the Agency, except for de minimis and nonsystematic violations,
(A) has not violated the terms of IC §24-4.7 in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and
(B) will not violate the terms of IC §24-4.7 for the duration of the Agreement, even if IC §24-4.7 is preempted by federal law.

15) Agency Personnel

Agency shall ensure that all personnel possess the education and experience sufficient to meet the requirements of state and federal law.

16) Staff Changes

Agency shall provide written notice to the State of all staffing changes involving executive level employees or individuals with clinical privileges within ten (10) business days via the Facility Facts Record. Clinical privileges in behavioral health define the specific, authorized services a provider—such as a psychiatrist, psychologist, or social worker—can perform within a healthcare facility, based on their training, experience, and competence.

17) Subcontractor

The Agency shall assure that all work performed under this agreement, whether done by the Agency or any subcontractor, is performed in full compliance with this Agreement and all applicable professional standards.

18) Compliance with Health and Safety Regulations

Agency agrees to service all clients that comply with all applicable local, state and federal health, safety and occupational codes, including the Americans with Disabilities Act of 1990.

19) Debarment and Suspension

Agency certifies by entering into this Agreement that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Agreement by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term “principal” for purposes of this Agreement means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Agency.

20) Drug-Free Workplace

The Agency hereby covenant and agrees to make a good faith effort to provide and maintain a drug free workplace as defined in Executive Order No. 90-5. The Agency will give written notice to the State within ten (10) days after receiving actual notice that the Agency or a Provider of the Agency has been convicted of a criminal drug violation occurring in the workplace. False designation or violation of this designation may result in sanction including, but not limited to termination of the Agreement and/or debarment of contracting opportunities with the State for up to three (3) years.

21) Employment Eligibility Verification

As required by IC §22-5-1.7, the Agency swears or affirms under the penalties of perjury that the Agency does not knowingly employ an undocumented individual. The Agency further agrees that:

a) The Agency shall enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program as defined in IC §22-5-1.7-3. The Agency is not required to participate should the E-Verify program cease to exist. Additionally, the Agency is not required to participate if the Agency is self-employed and does not employ any employees.
b) The Agency shall not knowingly employ or contract with an undocumented individual. The Agency shall not retain an employee or contract with a person that the Agency subsequently learns is an undocumented individual.
c) The Agency shall require its subcontractors, who perform work under this Agreement, to certify to the Agency that the subcontractor does not knowingly employ or contract with an undocumented individual and that the subcontractor has enrolled and is participating in the E-Verify program. The Agency agrees to maintain this designation throughout the duration of the term of an agreement with a subcontractor.
d) The State may terminate for default if the Agency fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

22) Governing Law

This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.

23) Indemnification

The Agency agrees to indemnify, defend, and hold harmless the State, its agents, officials, and employees from all claims and suits including court costs, attorney's fees, and other expenses caused by any act or omission of the Agency and/or its subcontractors, if any, in the performance of this Agreement. The State shall not provide such indemnification to the Agency.

24) Licensing Standards

The Agency, its employees and subcontractors shall comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules, or regulations governing services to be provided by the Agency pursuant to this Agreement. Referrals from a 988 Contact Center to the agency for a mobile crisis response will not occur when the Agency, its employees or subcontractors are not in compliance with such applicable standards, laws, rules, or regulations. If any license, certification or accreditation expires or is revoked, or any disciplinary action is taken against an applicable license, certification, or accreditation, the Agency shall notify the State immediately and the State, at its discretion, may immediately terminate or suspend this Agreement.

25) Nondiscrimination

Pursuant to the Indiana Civil Rights Law, specifically including IC §22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Agency covenants that it shall not discriminate against any employee or applicant for employment relating to this Agreement with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee's or applicant's race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Agency certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services. Breach of this paragraph may be regarded as a material breach of this Agreement, but nothing in this paragraph shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the Agency or any subcontractor.

The State is a recipient of federal funds, and therefore, where applicable, Agency and any subcontractors shall comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246 as amended by Executive Order 13672.

26) Notice to Parties.

Whenever any notice, statement or other communication is required under this Designation Agreement, it shall be sent by first class mail or via an established courier/delivery service to the following address, unless otherwise specifically advised.

Notices to the State shall be sent to:
Division of Mental Health and Addiction
Attn: 988 Crisis Response
402 W Washington Street, Rm W353
Indianapolis, IN 46202 IN988Questions@FSSA.in.gov

27) Required Attachments of Mobile Crisis Team Designation Application

For this to be considered a complete application, the Agency must submit all attachments via SharePoint folder, which will be shared with the Agency upon email submission of this document via email to IN988Questions@fssa.in.gov. Agency should refer to the CCBHC Provider Module to ensure all submissions are in line with Division requirements.

a) Policies and Procedures

ATTACHMENT ITEM
Certified Peer Support Professional Hiring, Onboarding, and Training Policy
Continuous Staff Coverage Policy and Procedure
Informed Consent Policy
Law Enforcement Interaction with Mobile Crisis Team Policy and Procedure
Mobile Crisis Team Follow Up Policy and Procedure
Mobile Crisis Team Location of Services Policy
No Wrong Door Policy
Patient Referral to Services Following Mobile Crisis Response Intervention Policy and Procedure
Safety Risk and Level of Care Assessment Policy and Procedure

Staffing Plan and Sample Schedule for Mobile Crisis Teams and Supervisors
Transportation to a Facility Internal or External to the Organization Policy and Procedure

b) Forms

ATTACHMENT ITEM
Patient Safety Plan Form
Treatment/Transportation Refusal Form

c) Training

For each of the following items, please identify the training title; description of the training, learning objectives, and outcome; training provider; the number of hours spent in the training; and the training learning objectives and outcomes. If Certified Peer required training is part of certification, include all applicable certifications, descriptions of topics addressed, and name of agency providing the training.

ATTACHMENT ITEM
Client Rights and Responsibilities
CPR and First Aid
Crisis Intervention Team (CIT)*
Crisis Intervention & De-escalation Strategies
Ethics in Crisis Care
Family Role In Peer Support*
HIPAA and PHI in Crisis Care
Level of Care Assessment
Lifespan Approaches to Crisis Care
Motivational Interviewing
Naloxone Administration
Psychological/Mental Health First Aid
Psychotropic Medications
Safety Practices for Overdose and Disease Prevention
Suicide Intervention Skills Training

d) Staffing Licensure and Certification

ATTACHMENT ITEM
Training certifications for all current members of the Mobile Crisis Team and Supervisors for above training.
Valid Certifications for current peers and peer supervisors (Peer certification and crisis peer certification)
Licensure, certifications, or degree for co-responder (IC 12-21-8-10)
Licensure for clinical supervisors of Mobile Crisis Team