



AGENCY DESIGNATION AGREEMENT FOR
MOBILE CRISIS RESPONSE SERVICES
State Form 57294 (R/ 12-23)
FAMILY SOCIAL SERVICES ADMINISTRATION

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 Response Provider. In consideration for 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. Audits

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

- 'No Wrong Door' policy
- Law enforcement interaction with Mobile Crisis Response Team policy
- Mobile Crisis Response Location of Service policy
- 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 DDRS, or other organizational licensure/certification as approved by the state.
- Mobile Crisis Response Follow Up policy
- Copy of policy and procedure for patient referrals to services (including but not limited to emergency room/hospital, Crisis Receiving and Stabilization Units, Outpatient facilities, shelters, etc.)
- Training certificates for all members of the Mobile Crisis Response team and clinical supervisor for trauma informed practices, de-escalation strategies, and harm reduction practices, Person centered practices, suicide risk assessment, safety risk assessment, level of care assessment, ethics in crisis care.
- Certifications/licensure (number or document) for peer support specialists, other clinical members of mobile crisis response team, and clinical supervisors
- 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.

- Staffing plan and schedules for mobile crisis response teams and supervisors to provide adequate staffing for mobile crisis response within area of service for 24-hour, 7-day service. Staffing plan will also include 24-hour, 7-day accessibility of supervisor.

3. Authority to Bind Agency.

The signatory for the Agency represents that he/she has 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 his/her 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 patient clinical records any items required by the State, including but not limited to the patient's:

- Crisis Assessment (including but not limited to the Level of Care Assessment, Suicide Risk Screening and Assessment, Safety and Risk Assessment, and Medical History)
- 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.
- Peer Specialist documentation
- Patient Safety Plan (safety plan includes but is not limited to observable signs of distress in patient words, coping skills identified as helpful by the patient, informal support and contact information, formal support and contact information, and information about services and support referrals made with contact information).
- Brief medical history as it relates to the crisis.
- Transition/ Transfer Plan, as needed. (Statement related to change of level of care and/or referral for follow up services and resources internal or external to the organization)
- Documentation of follow up services.
- Release of Information Forms.

- Informed Consent for Treatment
- Treatment Refusal/transportation refusal form
- Billing Claims.
- Documentation of follow up services.

These records are subject to quality assurance review by the Division at any time.

5. 988 Referral Acceptance

- Agency shall accept referrals from a 988 crisis response center. A 988 crisis call response center will ask for mobile crisis response within 45 miles (or distance equal to 60 minute trip(urban) and 90 min trip (rural) to caller in crisis).
- Agency shall accept referrals from a 988 crisis response center regardless of age, gender, ethnicity, sexual orientation, gender identity, gender expression, disability, religion, economic status, diagnosis, and other diverse backgrounds.

6. Follow Up Services

Agency shall provide at least one (1) follow up service within 14 days of the crisis event and can provide other follow up services for 90 days. These follow up services will include members of the original mobile crisis team whenever possible.

7. Mobile Crisis Response 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 response requirements under IC 12-21-8-10 (see below).

IC 12-21-8-10 Division coordination requirements; mobile crisis team requirements

Sec. 10.

(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) An 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 coresponder 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.

Agency shall strive to fulfill mobile crisis response team composition requirements on every mobile response. The State recognizes that certified peer specialist workforce and 24/7 response requirements might create challenges therefore as long as the Agency displays and documents good faith efforts to comply with those requirements for peer specialist response the Agency's designation will remain intact.

8. Training Requirements

The following training subjects are required for all clinical providers involved with mobile crisis response.

- Trauma-informed practice– training in a practice approach that assumes that an individual is more likely than not to have a history of traumatic experience, recognizing symptoms of trauma reactions and of being trauma organized in a way that impacts the individual's life.
- 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.
- Harm reduction practices– training in an “approach that emphasizes engaging directly with people who use drugs to prevent overdose and infectious disease transmission, improve physical, mental, and social wellbeing of those served, and offer low threshold options for accessing substance use disorder treatment and other healthcare services” (SAMHSA) including but not limited to community harm reduction resources.
- Person centered practices– Training in approaching a person's treatment and care in collaboration with the person, respecting and acknowledging their choices and expertise at the center of decisions made about their care.
- Level of care assessment -training in an assessment that measures a person's current circumstances and needs in a way that informs decisions about how service providers can best meet that person's needs.
- 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.)
- Cultural Awareness– training in understanding cultural differences to improve effective care for individuals equitably.
- Patient 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.
- Psychotropic Medications – training on common, current medications for adults and youth mental health treatment
- Motivational Interviewing as evidenced by verification of training by a Motivational Interviewing Certified Trainer

- Suicide Intervention Skills training (such as ASIST)
- CPR and First Aid as evidenced by certification.
- Naloxone administration

The Agency will demonstrate that the following trainings will be repeated for clinical staff and clinical supervisors:

- Trauma Informed practice - annually
- De-escalation strategies – annually
- Person-Centered Practice – annually
- Level of care assessment – annually
- Cultural Awareness – annually
- Ethics in Crisis Care – annually
- Psychotropic medications - annually
- CPR and First Aid – every 2 years (per certification requirements)

Training for certified peer specialists working on a mobile crisis team include (and may be part of their certification related training):

- Trauma informed care - annually
- Stages of Change – one time
- Person- centered practice - annually
- Cultural awareness - annually
- Ethics in crisis care - annually
- Mental health and substance use disorders - annually
- Family role in Peer Support- annually
- De-escalation - annually
- Conflict Resolution – one time
- Community harm reduction services - one time
- Naloxone administration – one time

Peer Specialists on a mobile Crisis team are required to be certified in CPR and First Aid
Peer Specialists on a mobile Crisis team must be certified in Crisis Peer Training after meeting the following qualifications: worked at minimum one full year as a certified peer specialist offering peer services. Certification must be either Certified Peer Support Professional (CPSP) or if Certified Addiction Peer Recovery Coach (CAPRC) must also have the Mental Health (MH) specific education.

9. Service Provision Schedule

Agency shall provide mobile crisis response services 24 hours per day, 7 days per week, and 365 days per year. Agency will have a current policy related to maintaining staffing coverage 24 hours per day, 7 days per week, and 365 days per year.

10. Data Reporting

Agency shall identify, track, and provide reports to the Division quarterly and as requested related Key Performance Indicators (KPI) and data points related to:

- Number of calls to mobile crisis teams
- Number of mobile crisis responses per month
- Number of mobile crisis responses that resolve (per month):
 - i. By referring to crisis receiving and stabilization services
 - ii. By referring to emergency room
 - iii. By referring to outpatient services
 - iv. By referring to other mental health supportive services
 - v. By referring to acute care psychiatric hospital or unit
 - vi. Other
- Other relevant data as requested by the Division.

11. Suspension of Ability to Accept Patients.

State may suspend Agency from accepting 988 and any other referrals to mobile crisis response if the State reasonably believes that Agency's actions endanger life and safety or if the Agency is found to be under investigation by any state, local or federal entity.

The division shall issue a suspension of ability to accept referrals from a 988 call center and operate as a mobile crisis team upon the division's investigation and determination of any of the following conditions:

- A substantive change in the entity's accreditation status other than revocation of the accreditation if accreditation is required at the entity's level of certification.
- Failure of the entity to renew accreditation within ninety (90) days following expiration of the entity's current accreditation by the entity's accrediting agency if accreditation is required at the entity's level of certification.
- Failure to comply with this agreement.
- Any conduct or practice in the operations of the entity that is found by the division to be detrimental to the welfare of persons served by the organization.
- The physical safety of the consumers or staff of the entity is compromised by a physical or sanitary condition of a physical facility of the entity.
- Violation of a federal or state statute, rule, or regulation in the course of the operation of the entity.

The time period of a suspension of ability to accept referrals from a 988 call center and operate as a mobile crisis team is determined by the division, but may not exceed twelve (12) months from the date the conditional status was effective.

The division shall notify the entity of the following:

- The requirements not met, and the intermediate steps required by the division that the entity must take to meet those requirements.
- The time period granted by the division for the entity to meet the requirements.

The entity shall submit a corrective action plan to the division outlining action steps to resolve the unmet requirements for designation. Entity will cease mobile crisis team response and activities until the corrective action plan is approved by the division. The division shall terminate

the entity's designation if the entity fails to meet the requirements within the allotted time period, or if the division determines additional deficiencies that warrant termination during this time period.

12. Termination.

The division may terminate the designation of the entity if the following occurs:

- The entity's accreditation is revoked.
- The entity that has a suspension of ability to accept referrals from a 988 call center and operate as a mobile crisis team does not meet the requirements of the division within the period of time required.
- Any sentinel events
- The conduct of the entity or conditions of the entity facility place consumers in imminent harm.

The division shall notify the Indiana Family and Social Services Administration and the Department of Administration that the entity's designation has been terminated.

The Division may terminate this designation agreement if agency has certification or license terminated from any division of the Indiana Family and Social Services Administration and/or the State of Indiana

13. Compliance with Laws.

- 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.
- 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.
- 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.
- 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.

- 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.
- 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.

14. Agency and Volunteer

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

15. 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.

16. Subcontractor.

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

17. 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.

18. 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.

19. 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 certification or violation of this certification 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.

20. 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:

- 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.
- 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.
- 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 certification throughout the duration of the term of a agreement with a subcontractor.
- 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.

21. 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.

22. 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 Provider.

23. 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 call 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 option, may immediately terminate or suspend this Agreement.

24. 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.

25. 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
mobilecrisisdesignation@fssa.in.gov

The Agency shall execute its responsibilities by following and applying at all times the highest professional and technical guidelines and standards. If the State becomes dissatisfied with the work product of or the working relationship with those individuals assigned to work on this Agreement, the Agency must replace any and all such individuals upon the State written request.

The undersigned attest, subject to the penalties for perjury, that he/she is the person of ultimate responsibility, or that he/she is the properly authorized representative, agent, member or officer of the Agency, that he/she has 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 he/she has 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.

Agency

Printed Name:

Signature:

Title:

Date:

Item required	Included
Application (filled out completely with no blanks)	
Mobile Crisis Response Designated Agency Agreement	
Policies and Procedures:	
No Wrong Door policy	
Law enforcement Interaction with Mobile Crisis Response policy and procedure	
Mobile Crisis Response Location of Services policy	
Mobile Crisis Response Follow Up policy and procedure	
Informed Consent policy	
Patient referral to services following mobile crisis response intervention policy and procedure	
Transportation to a facility internal or external to the organization policy (including insurance coverage responsibility) and procedure	
Safety risk and level of care assessment policy/procedure	
Continuous staff coverage policy and procedure	
Staffing plan and sample schedule for Mobile Crisis Response teams and supervisors	
Forms:	
Patient Safety Plan Form	
Treatment/Transportation Refusal Form	
Training: Please identify training title and description, training provider and number of hours spent in the training as part of the application packet	
Trauma Informed Practice	
De-Escalation Strategies	
Harm Reduction Practices	
Person Centered Practices	
Level of Care Assessment	
Ethics in Crisis Care	
Cultural awareness	
CPR and First Aid with earned certification	
Suicide Intervention Skills training (such as ASIST)	
Patient Rights and Responsibilities	
Psychotropic Medications	
Motivational Interviewing (clinical)/Stages of change (Peer Specialist)*	
Naloxone training	
<i>*if peer specialist required training is part of certification, include all applicable certifications, descriptions of topics addressed, and name of agency providing the training</i>	

