

First Regular Session of the 122nd General Assembly (2021)

PRINTING CODE. Amendments: Whenever an existing statute (or a section of the Indiana Constitution) is being amended, the text of the existing provision will appear in this style type, additions will appear in **this style type**, and deletions will appear in ~~this style type~~.

Additions: Whenever a new statutory provision is being enacted (or a new constitutional provision adopted), the text of the new provision will appear in **this style type**. Also, the word **NEW** will appear in that style type in the introductory clause of each SECTION that adds a new provision to the Indiana Code or the Indiana Constitution.

Conflict reconciliation: Text in a statute in *this style type* or ~~this style type~~ reconciles conflicts between statutes enacted by the 2020 Regular Session of the General Assembly.

SENATE ENROLLED ACT No. 77

AN ACT to amend the Indiana Code concerning local government.

Be it enacted by the General Assembly of the State of Indiana:

SECTION 1. IC 34-30-2-154.7, AS ADDED BY P.L.137-2017, SECTION 1, IS AMENDED TO READ AS FOLLOWS [EFFECTIVE JULY 1, 2021]: Sec. 154.7. IC 36-8-2.5-3 (Concerning critical incident stress management services **and peer support services**).

SECTION 2. IC 36-8-2.5-1, AS ADDED BY P.L.137-2017, SECTION 2, IS AMENDED TO READ AS FOLLOWS [EFFECTIVE JULY 1, 2021]: Sec. 1. The following definitions apply throughout this chapter:

(1) **"Communication"** means an oral or written statement, note, record, recording, report, or document made during, or arising out of, a first responder's receipt of CISM services or peer support services.

(+) (2) "Critical incident" means an actual or perceived event or situation that involves crisis, disaster, trauma, or emergency.

(-) (3) "Critical incident stress" means the acute or cumulative psychological stress or trauma that ~~an~~ **emergency a first** responder may experience in providing emergency services in response to a critical incident. The stress or trauma is an unusually strong emotional, cognitive, behavioral, or physical reaction that may interfere with normal functioning by causing:

- (A) physical and emotional injury or illness;
- (B) failure of a usual coping mechanism;

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- (C) loss of interest in work or normal life activities;
- (D) loss of ability to function; or
- (E) psychological disruption of personal life, including the emergency responder's relationship with a spouse, child, relative, or friend.

~~(3)~~ **(4) "Critical incident stress management services" or "CISM services" means critical incident stress management services that** include programs and services related to education, prevention, and mitigation of the effects from exposure to highly stressful critical incidents. The term includes services provided by an individual certified to provide group crisis intervention, individual crisis intervention, peer support, or any related service.

~~(4)~~ **(5) "Critical incident stress management services provider" or "CISM services provider" means an individual who is certified to provide CISM services and who is acting as part of a CISM team or in another official capacity.**

~~(5)~~ **(6) "Critical incident stress management team" or "CISM team" means an organized community or local crisis response team that is trained and certified under standards substantially similar to the training and certification standards established by the Indiana emergency medical services commission as set forth under IC 16-31-2.**

~~(6)~~ **(7) "Emergency responder" "First responder" means an individual who provides emergency response services, including:**

- ~~(A)~~ a law enforcement officer;
- ~~(B)~~ a corrections officer;
- ~~(C)~~ a firefighter;
- ~~(D)~~ an emergency medical services provider;
- ~~(E)~~ a dispatcher;
- ~~(F)~~ an emergency response communication employee;
- ~~(G)~~ emergency management personnel; or
- ~~(H)~~ a rescue service provider. **has the meaning set forth in IC 10-10.5-2-1.**

(8) "First responder recipient" means an individual who is a first responder and receives CISM services, peer support services, or both.

(9) "Peer support services" means services provided by a person who:

- (A) is a first responder working for the same department or public agency that the first responder recipient works for; and**
- (B) acts:**



- (i) in the person's official capacity as a peer support team member; and**
- (ii) within the written peer support guidelines that are in effect for the person's respective first responder agency program.**

The term includes active listening, assessment, mentoring, crisis intervention, or other support services provided to an employee experiencing personal or professional difficulties that may or may not be a result of the employee's exposure to highly stressful critical incidents.

(10) "Peer support team member" means a first responder who:

- (A) has successfully completed peer support training; and**
 - (B) is designated a peer support team member;**
- by the head of the first responder's agency or the president of the bargaining unit of the employees of the department or agency.**

SECTION 3. IC 36-8-2.5-2, AS ADDED BY P.L.137-2017, SECTION 2, IS AMENDED TO READ AS FOLLOWS [EFFECTIVE JULY 1, 2021]: Sec. 2. (a) Except as otherwise provided in this section, a communication made by ~~an emergency~~ **a first responder recipient** to:

- (1) a CISM services provider while the ~~emergency~~ first responder recipient receives CISM services; or**
- (2) a peer support team member while the first responder recipient receives peer support services;**

~~is confidential. and~~ **A CISM services provider or peer support team member may not be compelled to testify or otherwise disclose the communication may not be disclosed in a civil, criminal, or administrative proceeding without the consent of the first responder recipient.**

(b) Except as otherwise provided in this section, a record of a communication kept by:

- (1) a CISM services provider relating to CISM services; ~~provided to an emergency responder; or~~**
- (2) a peer support team member relating to peer support services;**

provided to a first responder recipient is confidential and is not subject to subpoena, discovery, or introduction into evidence in a civil, criminal, or administrative proceeding.

~~(b)~~ **(c) A communication or record described in subsection (a) is confidential for purposes of IC 5-14-3.**

~~(c)~~ **(d) A communication or record described in subsection (a) is not**



confidential for the following purposes: and may be disclosed for the following purposes:

(1) The CISM services provider or peer support team member makes may disclose the communication to make a referral for the emergency first responder recipient.

(2) The CISM services provider or peer support team member consults may disclose the communication to consult about the emergency first responder recipient with another a CISM services provider, peer support team member, or an appropriate professional associated with the CISM team or peer support team.

(3) The CISM services provider or peer support team member may disclose the communication to the extent reasonably necessary to prevent a first responder recipient from committing a crime or fraud that the CISM services provider or peer support team member reasonably believes is likely to result in death, substantial bodily harm, or substantial economic injury to another.

(e) A communication is not confidential if:

(3) (1) the communication conveys information that the emergency first responder recipient poses or appears to pose an imminent threat of harm to the emergency first responder recipient, a CISM services provider, a peer support team member, or another individual;

(4) (2) the communication conveys information relating to child, spousal, or elder abuse;

(5) (3) the emergency first responder recipient or the legal representative of the emergency first responder recipient expressly agrees that the emergency first responder's responder recipient's communication is not confidential;

(4) the CISM services provider or the peer support team member was a witness or a party to the incident that led to the provision of CISM services or peer support services; or

(5) the first responder recipient consents to the disclosure of the communication.

SECTION 4. IC 36-8-2.5-3, AS ADDED BY P.L.137-2017, SECTION 2, IS AMENDED TO READ AS FOLLOWS [EFFECTIVE JULY 1, 2021]: Sec. 3. (a) Except as provided in subsection (b); (c), a CISM team or a CISM services provider providing CISM services is not liable for damages for any act, error, or omission committed by the CISM team or the CISM services provider in performing CISM services in accordance with this chapter, including:

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- (1) personal injury;
- (2) wrongful death;
- (3) property damage; or
- (4) other loss;

unless the act, error, or omission constitutes wanton, willful, or intentional misconduct.

(b) Except as provided in subsection (c), a peer support services team or a peer support services team member providing peer support services is not liable for damages for any act, error, or omission committed by the peer support team or the peer support team member in performing peer support services in accordance with this chapter, including:

- (1) personal injury;**
- (2) wrongful death;**
- (3) property damage; or**
- (4) other loss;**

unless the act, error, or omission constitutes wanton, willful, or intentional misconduct.

~~(b)~~ **(c) Subsection (a) This section** does not apply to an action for medical malpractice.



President of the Senate

President Pro Tempore

Speaker of the House of Representatives

Governor of the State of Indiana

Date: _____ Time: _____

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