

**Vibrant Emotional Health, Inc.**  
**The 988 Suicide & Crisis Lifeline Network Agreement**

This 988 Suicide and Crisis Lifeline Network Agreement (the “Agreement”) is made as of [DATE] (“ Commencement Date”), by and between The Mental Health Association of New York City, Inc., d/b/a Vibrant Emotional Health, Inc. (the “Administrator”) and [Organization Name] (the “Center”). The Administrator and the Center shall sometimes be referred to herein individually as a “Party” and collectively as the “Parties.”

**RECITALS:**

WHEREAS, the Administrator administers the 988 Suicide & Crisis Lifeline Network (the “Network” or “Lifeline”) in accordance with Saving Lives in America: 988 Quality and Services Plan published by United States Department of Health and Humans Services, Substance Abuse and Mental Health Services Administration (“SAMHSA”) (the “Grant”);

WHEREAS, the Center is a sub-recipient of funds from state, territory, or other third-party organization(s) to provide various crisis intervention contact center services, subject to various terms, which may include, but are not necessarily limited to, the Saving Lives in America: 988 Quality and Services Plan, or those required of federal grant recipients under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. Part 200) and as implemented by federal agencies, such as the U.S. Department of Health and Human Services at 45 C.F.R. Part 75 (collectively referred to herein as the “Uniform Guidance”);

WHEREAS, the Administrator seeks crisis intervention contact center services to support the Network efforts under the Grant;

WHEREAS, the Center desires to provide crisis intervention contact center services to the Administrator in support of the Network;

WHEREAS, the Administrator and the Center desire to set forth their mutual rights, duties, and obligations regarding the Center’s support of the Network;

WHEREAS, the Agreement is considered the baseline standard for centers to be part of the Lifeline Network, and as Centers can be sub-recipients of funds from states, producing requirements contained in contracts or agreements between the state and the Center, the state to Center requirements may be beyond or “above” what is required in this agreement, superseding the minimum of those contained herein, but may not be less restrictive or nullify any of the requirements contained herein; and

NOW, THEREFORE, in consideration of the foregoing, and of the mutual covenants and promises contained herein, the Parties agree as follows:

1. Role of the Center.

(a) **Respond to Contacts.** The Center shall operate a crisis intervention hotline and/or crisis chat and text service within the Network. The Lifeline shall be connected to a toll-free telephone number and/or chat and text line administered and maintained by the Administrator. Through the Network, the Center shall respond to calls, texts, or chats (the “Contacts”) from individuals within a specific geographic coverage as set forth in Exhibit 1(a), which is hereby incorporated into this Agreement, (the “Designated Area”). A Contact from outside the Designated Area (“Outside Area”) may be routed to the Center based upon the routing protocol of the Network. The Center shall respond to Contacts to attempt to prevent suicides and de-escalate crisis situations and shall provide information relating to community resources within the area where the individual sending the Contact is located, as deemed appropriate by the Center.

(b) **Modification of Designated Area.** Upon notice and in consultation with the Center and the state or territory, The Administrator shall have the right to modify the Designated Area, provided that any such modification shall be reasonable in view of the general catchment area of the Center, the needs of the Network, and the future addition or removal of other participating crisis centers (“Participating Centers”) to or from the Network, in an attempt to prevent suicides and de-escalate crisis situations. In addition, the Center shall provide Contacts with information relating to community resources within the Designated Area or Outside Area identified by the Contact, to the extent deemed appropriate by the Center.

(c) **Contacts Outside of Designated Area.** The specific geographic coverage area of Network Contacts to be directed to the Center shall be as set forth on Exhibit 1(a), annexed hereto and made a part hereof, (the “Designated Area”). A Contact from outside the Designated Area (“Outside Area”) may be routed to the Center based upon the routing protocol of the Network. The Center shall respond to Contacts reaching the Center within the Designated Area and shall make referrals to community resources within the Designated Area or Outside Area to the extent deemed appropriate by the Center

(d) **Transfers.** In the event that the Center is required to provide service via phone for a caller who is physically located outside of the Designated Area, the Center may “warm” transfer the contact to a Network Center in the caller’s location for any needed localized resources and referrals. Any warm transfer must follow the 988 Lifeline’s warm transfer guidelines and take place after crisis counseling has been provided and the immediate risk is de-escalated. In the event that a Center is required to provide national-level service via chat or text, the Center shall follow Vibrant’s policies, as defined in Section 1(g) below.

(e) **Hours of Operation.** The Center shall operate during hours mutually agreed upon by Center, the state or territory, and Vibrant, depending on the services offered by the Center and Network volume.

(f) **Telephone Number.** The telephone number to be utilized by the Center for incoming Contacts is set forth in Exhibit 1(c), which is hereby incorporated into this Agreement.

(g) **Non-Exclusive Basis.** The Center shall participate in the Network on a non-exclusive basis. In its sole discretion, the Center may participate in other arrangements similar to the Network. The Center acknowledges and agrees that such participation, if any, shall not in any manner interfere with the Center's performance under this Agreement or the Center's ability to satisfy its duties and obligations hereunder. In the event the Center participates in other arrangements, the Center must i) ensure all Center Staff performing services under this Agreement are adequately skilled and trained to handle matters under this Agreement; ii) ensure all Center Staff performing services under this Agreement comply with the terms of this Agreement; iii) provide equal opportunity to answering Contacts as it provides to non-Network interactions; and iv) meet any full-time equivalent requirement, if permissible by the applicable funding agreement, by reasonably and consistently allocating and recording Center Staff time to aggregately meet such requirement. Moreover, as reasonably requested by Vibrant, the Center shall provide documented information regarding the Center's reasonable and consistent allocation of effort, costs, and resources as it relates to its past and future efforts under this Agreement as compared with other programs, projects, cost objectives, etc.

(h) **Compliance With Applicable Requirements.** In connection with its participation in the Network and its performance hereunder, the Center shall comply with:

(i) all policies and procedures (the "Policies") that are developed by Vibrant and a) set forth in Attachment I, or b) posted to the Network Resource Center (NRC), or other Vibrant-hosted portals, both of which are hereby incorporated by reference into this Agreement, as may be modified by Vibrant, in its sole discretion, from time to time. Any modifications to the Policies made by Vibrant shall be implemented no earlier than ninety (90) days following notice to the Center of such modification; provided, however, that if such modification relates to matter(s) requiring emergency action, as determined by Vibrant in its sole and absolute discretion, then the foregoing notice requirement shall not apply;

(ii) all Federal, state, territory, and local statutes, rules, regulations, and ordinances applicable to the Center and its operations and services, including future amendments by relevant governmental authorities; and

(iii) all requirements of governmental authorities applicable to the Center and its operations and services not included in paragraph (h)(ii) above, including future amendments by relevant government authorities.

(i) **Cooperation With Government Authorities.** The Center shall cooperate with Vibrant with respect to compliance with any requests or requirements of governmental authorities in connection with the Grant or the operation of the Network. The Center shall cause its employees and other staff (collectively, "Center Staff") to comply with all applicable terms and provisions of this Agreement.

(j) **Written Guidelines.** Without limiting any other provision of this Agreement, the Center shall maintain its own written guidelines (the "Center Guidelines") addressing the manner in which Center Staff shall respond to Contacts and adhere to this Agreement and such Center Guidelines in connection with its participation in the Network. The Center Guidelines shall specifically address the manner in which the Center shall respond to and assist Contacts determined to be a danger to themselves or to others (as described in Attachment II of the Policies). The Center Guidelines shall neither conflict with this Agreement nor any Policies or attachments or exhibits incorporated by reference.

(k) **Exclusive Control of Advice and Services.** Notwithstanding any other provision of this Agreement, the Center, at all times, shall be and remain solely and exclusively responsible for, and in control of, all aspects of the provision of advice and services to contacts and the manner in which the Center responds to Contacts. Nothing in this Agreement shall be deemed in any manner to require the Center to engage in any actions inconsistent with the judgment of the Center or the Center Staff, or with any applicable professional opinions or responsibilities of the Center Staff.

(l) **Record Retention.** Centers must maintain all contact records for a minimum period of three (3) years. It is the responsibility of the center to create policies and procedures for the safe storage and access of contact records, along with appropriate destruction of records following the required maintenance period. As applicable, centers must create policies and procedures for the safe storage and access of recordings and transcripts, along with appropriate destruction of such recordings and transcripts following the required maintenance period. Centers must ensure compliance with all applicable state and federal laws. Notwithstanding the above, if there is litigation, claims, audits, negotiations, or other actions that involve any of the records cited and that have started before the expiration of the three-year period, whichever occurs later. All such records must be retained until completion of the actions and resolution of all issues, or the expiration of the three-year period, whichever occurs later.

(m) **Access To Records.** The Center shall provide Vibrant, SAMHSA, and any delegate or duly authorized agent thereof, access to any books and records relating (directly or indirectly) to the Center's activities under this Agreement: (i) during regular business hours and upon prior notice; and (ii) to the extent such access is necessary to comply with regulatory requirements.

## 2. Role of the Administrator.

(a) **Coordination.** The Administrator shall coordinate the Network by arranging for and optimizing Network coverage, maintaining the technical infrastructure of the Network

(including the routing system), providing Center outcome data, technical assistance, and other support to the Center, and facilitating communications between the Center and other Participating Centers. The Administrator shall also provide access to core clinical online self-paced training courses and other training opportunities and resources to the Center. The Administrator shall engage in reasonable efforts to provide the Center with prior notice of any marketing or promotional activities of the Network likely to affect the volume of calls to the Center's 988 Lifeline.

(b) **Criteria.** Without limiting any other provision of this Agreement, the Administrator shall develop, and share with the Center, criteria, such as best practices standards, applicable to the receipt and processing of Lifeline Contacts and participation in the Network.

(c) **Committees.** The Administrator shall establish a series of committees, which shall be responsible for reviewing and making recommendations to the Center regarding various aspects of Network and Center operations. Representatives of the Center will be eligible candidates to serve on these committees.

(d) **Communications among Centers.** The Administrator shall coordinate, or cause to be coordinated, communications, discussions, and joint activities between the Center and other participating Centers, SAMHSA, the National Association of State Mental Health Program Directors, and other relevant stakeholders, in furtherance of the activities and goals of the Network.

(e) **Monthly Information.** The Administrator shall provide or otherwise make available to the Center monthly information summarizing the number of Contacts being forwarded to the Center through the Network and other standardized reports. Vibrant may make such information available to the Center electronically through the maintenance of a website to which the Center shall be provided access, or by any other means selected by Vibrant in its sole and absolute discretion. This information will also be available to the state(s) or territory(ies) based upon the Network routing protocol.

### 3. Additional Services.

(a) **The Center's Scope of Services.** The Parties acknowledge and agree that:

(i) the services to be provided by the Center under this Agreement and any subrecipient agreement are limited to call center, chat, and online communication services provided by the Center in connection with the Network. All amendments or subrecipient agreements executed by the Parties, if any, are incorporated by reference. Any ambiguities between this Agreement and amendments or subrecipient agreements shall be immediately brought to the attention of both Parties for negotiation. Resolution of the conflict between agreements shall be clarified through the execution of a written amendment, signed by both parties, to both conflicting agreements;

(ii) any services not specifically identified herein or any subrecipient agreement including, without limitation, the provision of professional medical, psychiatric, psychological, or other health care services (collectively, "Health Care Services"), are outside the scope of this Agreement; and

(iii) neither the Administrator nor the Network shall have any role, involvement, responsibility, or liability whatsoever with respect to any Health Care Services provided by the Center as defined above.

(b) **Additional Services.** In addition to the services and functions described in Sections 1 and 2, the Parties may agree to additional services and functions in connection with this Agreement from time to time, which will be described in a separate agreement ("Subnetwork Agreement"), which may be amended from time to time by the Parties as evidenced by the delivery and acceptance of a new Subnetwork Agreement. Terms and conditions in any Subnetwork Agreement shall supersede any conflicting terms and conditions in this Agreement solely with respect to the specific services and functions described therein.

#### 4. Respective Responsibilities.

(a) **Business and Operating Costs.** Except as otherwise specifically set forth in this Agreement, each Party shall be solely and exclusively responsible for its own business and operating costs and expenses, including, without limitation, the payment of salaries and other compensation to its own employees and staff. Nothing in this Agreement is intended to create, nor shall be deemed or construed to create, any joint venture, employment, partnership, or any other relationship between the Parties hereto, and, as applicable, their respective members, shareholders, officers, directors, managers, trustees, employees, and contractors, other than that of independent contractors, and neither of the Parties or, as applicable, their respective officers, directors, trustees, members, managers, shareholders, employees, and contractors, shall be construed to be the agents, employees, officers, directors, trustees, members, managers, shareholders, or representatives of the other solely by virtue of this Agreement or the arrangements described herein. Neither Party shall have the authority to obligate or otherwise bind the other Party to any agreement, obligation, or arrangement, in any manner, except as otherwise specifically set forth in this Agreement.

(b) **Network Maintenance Costs.** Vibrant shall be solely and exclusively responsible for all costs and expenses relating to the maintenance and operation of the Network (exclusive of the costs and expenses of the Center relating to the maintenance and operation of the Center's Lifeline), including, without limitation, the costs of responding to Contacts through different modalities. While Vibrant maintains the Network infrastructure, the Center is responsible for the creation and maintenance of equipment and infrastructure that facilitates access to and participation in the Network. The Center shall implement cyber security protections as suggested and/or required by SAMHSA, as provided in Exhibit 2, and any future modifications made by SAMHSA.

#### 5. Term and Termination.

(a) **Term.** This Agreement shall begin as of the Commencement Date and shall continue in effect through [END DATE], unless earlier terminated in accordance with this Agreement. Thereafter, this Agreement shall automatically renew for successive one (1) year terms thereafter unless either Party provides written notice to the other, at least thirty (30) days prior to the end of the initial or any subsequent term, of its intention not to renew.

(b) **Termination by Either Party.** Either Party may terminate this Agreement at any time, for any or no reason, upon the provision of at least thirty (30) days prior written notice to the other Party. Either Party may terminate this Agreement immediately in the event of: (i) the dissolution, cessation of operations, bankruptcy, or insolvency of the other Party, or (ii) a material breach, default, or misrepresentation by the other Party with respect to any of the terms or provisions of this Agreement that is not cured within twenty (20) days following notice by the terminating Party to the other Party specifying the nature of the breach, default or misrepresentation.

(c) **Vibrant's Right to Terminate.** Vibrant may terminate this Agreement immediately upon the occurrence of any of the following: (i) the termination of the Grant, (ii) the failure or lack of public or private funding sufficient, in the sole and absolute discretion of Vibrant, to sustain the activities, operations or mission of the Network, or (iii) a request for such termination by any governmental agency or authority. Under no circumstances shall Vibrant be liable to the Center for any costs incurred by the Center for the termination of this Agreement.

## 6. Use of Names.

(a) **Permitted Use by Vibrant.** When necessary, to disclose required information pursuant to the Confidentiality provisions in Section 8 below, Vibrant may utilize or disseminate the name of the Center, or any other information or materials identifying the Center to respond to legitimate governmental requests, required disclosures for legal process (subpoenas, court orders, warrants, etc.) or grant administration.

The Administrator shall not utilize or disseminate the name of the Center, or any other information or materials identifying the Center, in connection with the marketing, informational, research, and promotional activity, except for the advancement of the 988 Network and Services. This in no way limits the Administrator's ability to disseminate aggregated data at a regional, state, territory, or national level without the consent of the Center.

(b) **Permitted Use by the Center.** The Center may, to the extent consistent with the Policies (including, without limitation, any policies applicable to the use of logos or graphics involving the Network), refer to its status as a participating Center in connection with its marketing, informational, or promotional activities. In addition, with the prior written consent of the Administrator, the Center may use the Administrator's name, logo, or any other information or material identifying Vibrant or the Network for marketing or development purposes.

7. Insurance and Indemnification.

(a) **Insurance.** The Center shall maintain general and professional liability insurance applicable to its operations, which insurance shall include, without limitation, coverage for the actions and omissions of the Center as a participant in the Network hereunder and coverage with respect to services to be rendered in response to Contacts. Such insurance and the applicable carrier(s) shall be reasonably acceptable to Vibrant. Such insurance shall, at a minimum, include coverage for claims which are incurred during the term of this Agreement but which arise after the expiration or termination of this Agreement and shall have minimum limits as set forth in Attachment II of the policies. Copies of such policies, or other reasonable evidence of the existence and terms of coverage, shall be provided to Vibrant by October 31 of each year. Such insurance shall provide coverage for all Center Staff participating in the Network on behalf of the Center or otherwise providing services to Callers or online users.

(c) **Indemnification by the Center.** The Center shall indemnify and hold harmless the Administrator, and its members, directors, officers, agents, employees, contractors, and representatives, from and against any and all liabilities, claims, losses, lawsuits, judgments, costs, and expenses (including, without limitation, reasonable attorney's fees) arising out of or resulting from: (i) the gross negligence or willful misconduct of the Center, or any of its owners, members, directors, officers, employees, agents, contractors, or representatives (including, without limitation, the Center Staff) in connection with the Center's obligations hereunder, (ii) any breach or default by the Center or the Center Staff of any of the terms or provisions of this Agreement, and (iii) any misrepresentation by the Center hereunder.

(d) **Indemnification by Administrator.** The Administrator shall indemnify and hold harmless the Center, and its members, shareholders, directors, officers, agents, employees, contractors, and representatives, from and against any and all liabilities, claims, losses, lawsuits, judgments, costs and expenses (including, without limitation, reasonable attorney's fees) arising out of or resulting from: (i) the gross negligence or willful misconduct of Vibrant, or any of its members, directors, officers, employees, agents, contractors, or representatives, in connection with Vibrant's obligations hereunder, (ii) any breach or default by Vibrant of any of the terms or provisions of this Agreement, and (iii) any misrepresentation by Vibrant hereunder.

8. Confidentiality.

(a) **Confidential Information.** Confidentiality of each Party's information. The Parties acknowledge and agree that all non-public documents, materials and information of the other obtained by them in connection with the performance or furtherance of this Agreement (the "Confidential Information") shall be maintained on a confidential basis, and shall not, at any time following the Commencement Date, be used, communicated, disclosed or disseminated in any manner whatsoever, whether directly or indirectly, other than in the furtherance of this Agreement and with the prior written consent of the other Party. Notwithstanding the foregoing, the Parties may disclose Confidential Information as may be required or permitted by law or by applicable governmental or judicial authorities (subject, to the extent reasonably practicable, to the provision by the disclosing Party to the other Party of prior written notice



specifying the circumstances surrounding the proposed disclosure, for the purpose of permitting the other Party to object to the disclosure). Particular Confidential Information may also be disclosed to the extent it becomes obtainable or otherwise ascertainable from public sources other than as a result of a breach of this Agreement. The Parties acknowledge and agree that Confidential Information shall be deemed to include, without limitation: (i) non-public information and materials regarding the finances, operations, funding, and personnel of the other Party, and (ii) any and all Policies of Vibrant.

(b) **Confidential Contact Information.** The Center acknowledges and agrees that, in connection with the performance or furtherance of this Agreement, the Center may receive or have access to information provided by or at the direction of a Contact (such information, "Contact Confidential Information") that: (i) identifies or can be used to identify an individual (including names, signatures, addresses, telephone numbers, email addresses and other unique identifiers); or (ii) can be used to authenticate an individual. All Contact Confidential Information shall be maintained on a confidential basis, and shall not be used, communicated, disclosed or disseminated in any manner whatsoever, whether directly or indirectly, other than in the furtherance of this Agreement and with the prior written consent of the Contact. Notwithstanding the foregoing, the Center may disclose Contact Confidential Information as may be required by law or by applicable governmental or judicial authorities (subject, to the extent reasonably practicable, to the provision by the Center to the Contacts of prior written notice specifying the circumstances surrounding the proposed disclosure, for the purpose of permitting the Contact to object to the disclosure).

(c) **Breach of This Provision.** The Parties acknowledge and agree that: (i) any breach by a Party of the foregoing provisions of this Section will cause irreparable injury and damage to the other Party which cannot be adequately compensated for by money damages, and (ii) in the event of such breach, the non-breaching Party shall be entitled to equitable relief as a non-exclusive remedy. The Parties intend for the provisions of this Section 8 to be enforced to the fullest extent permissible in each jurisdiction in which enforcement is sought. In the event a provision of this Section 10 shall be adjudicated to be invalid or unenforceable for any reason by a court of competent jurisdiction, then the provision shall be construed by limiting the provision so as to be enforceable to the fullest extent permissible in the applicable jurisdiction, without invalidating the remainder of this Agreement or affecting the validity or enforceability of the provision in any other jurisdiction. The provisions of this Section shall survive the expiration or termination of this Agreement for any reason.

## 9. Miscellaneous.

(a) **Assignment; Transfer.** This Agreement shall be binding upon and shall ensure to the benefit of the Parties and their respective successors and permitted assigns. Unless otherwise authorized in this Agreement, the Center's rights, duties, and obligations hereunder may not be assigned or delegated by either Party, whether by contract, merger (whether that Party is the surviving or disappearing entity), consolidation, dissolution or otherwise, without the prior written consent of the other. If Vibrant has consented to such an assignment or

delegation by the Center, then the Parties shall execute a consent in the form of Exhibit 4 hereto. If the Center proposes to change its name, then the Center shall execute and deliver a notice to Vibrant in the form of Exhibit 5 hereto. Vibrant may assign its rights, duties, and obligations to a successor through contract, merger, consolidation, dissolution, or otherwise by giving notice to the Center.

(b) **Applicable Laws.** This Agreement will be governed by, and construed in accordance with, the laws of the State of New York (without giving effect to the choice of law provisions). In any action or proceeding arising out of or relating to this Agreement, the Parties consent to be subject to the jurisdiction and venue of (i) the courts of the State of New York located in New York City, and (ii) the United States District Courts located in New York City. Each of the Parties consents to the service of process in any action commenced hereunder by certified or registered mail, return receipt requested, or by any other method or service acceptable under federal law or the laws of New York.

(c) **Amendment.** This Agreement may be amended by the Parties only pursuant to a written instrument signed by both Parties.

(d) **Captions.** The titles and captions of this Agreement are included only as a matter of convenience, and shall not affect the interpretation of any provision hereof.

(e) **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but when taken together shall constitute one instrument. This Agreement shall be effective only when signed by both Parties.

(f) **Integration.** The making, execution and delivery of this Agreement by the Parties have not been induced by any representations, statements, warranties or agreements other than those expressed in this Agreement. This Agreement, together with any schedules, exhibits, and attachments, supersedes all previous agreements and embodies the entire understanding of the Parties regarding the subject matter herein, and there are no other agreements or understandings, written or oral, in effect between the Parties relating to the subject matter of this Agreement, except as may be referenced in this Network Agreement. The Parties may enter into from time to time subrecipient agreements for specialized activities beyond the scope of this Agreement.

(g) **No Third Party Rights.** Except as otherwise specifically set forth herein, this Agreement shall only be binding upon, and inure to the benefit of, the Parties hereto and their respective successors-in-interest and permitted assigns.

(h) **Notices.** Except as otherwise expressly provided for hereunder, all notices under this Agreement shall be in writing and shall be delivered or sent to a Party to the contact address, email address or facsimile telephone number set forth on the signature page hereof (or such other address requested by a Party in accordance with this paragraph). Except as otherwise specifically provided in this Agreement, any notices given hereunder shall be deemed to have been duly given: (i) on the date received if personally delivered, (ii) four (4) days after

being sent by mail, postage prepaid, (iii) the date of the delivery receipt, if sent by registered or certified mail, postage prepaid, (iv) one (1) business day after having been sent by a recognized overnight courier service, (v) the day of transmission if sent by email and (vi) the day of transmission if sent by telephone facsimile.

(i) **Partial Invalidity.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable statutes and regulations. However, if for any reason any one or more of the provisions of this Agreement are held to be invalid, illegal or unenforceable in any respect, such action shall not affect any other provision of this Agreement. In such event this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained in it.

(j) **Waiver of Right.** No waiver of or failure by a Party to enforce any term or provision of this Agreement shall be construed as a subsequent waiver of the same term or provision, or as a waiver of any other term or provision. No extension of time for performance of any obligations or acts hereunder shall be deemed an extension of the time for performance of any other obligations or acts.

(k) **Construction of Agreement.** Each Party and their respective counsel have had the opportunity to participate fully in the review of this Agreement. In interpreting this Agreement, any rules of construction that favor the non-drafting Party shall not apply.

IN WITNESS WHEREOF, this Agreement is entered into by the Parties as of the date first set forth above.

Vibrant: The Mental Health Association of New York City, Inc., d/b/a Vibrant Emotional Health

By: \_\_\_\_\_

Name: Alison Lewis

Title: CEO and President

Date: \_\_\_\_\_

Address: 80 Pine Street 19th floor New York, NY 10005

The Center:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

Additional Contact Information for notices and materials to be forwarded pursuant to this Agreement:

Email Address: \_\_\_\_\_

Facsimile Telephone: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

\_\_\_\_\_

**EXHIBIT 1(a)**  
**Designated Area**

Coverage over a specific geographic region for specified times must be accomplished. Coverage boundary determinations for local response are made by county, area code, zip code, or state in collaboration with the 988 Lifeline Administrator, centers, and State, Territory, or Tribal authorities.

Any changes will be documented in the Vibrant's routing system.

At the time of this agreement, the following is the designate coverage area:

*Calls:*

*Primary:*

*Backup:*

*Subnetwork:*

*Chat/Text:*

*Videophone:*

**EXHIBIT 1(b)**  
**Hours of Operation**

**Calls: Primary, Backup, Subnetwork or Not Applicable**

<b>Day</b>	<b>Open</b>	<b>Closed</b>
<b>Monday</b>		
<b>Tuesday</b>		
<b>Wednesday</b>		
<b>Thursday</b>		
<b>Friday</b>		
<b>Saturday</b>		
<b>Sunday</b>		

**Chat/Text: Local, National or Not Applicable**

<b>Day</b>	<b>Open</b>	<b>Closed</b>
<b>Monday</b>		
<b>Tuesday</b>		
<b>Wednesday</b>		
<b>Thursday</b>		
<b>Friday</b>		
<b>Saturday</b>		
<b>Sunday</b>		

**Video Phone: Local, National or Not Applicable**

<b>Day</b>	<b>Open</b>	<b>Closed</b>
<b>Monday</b>		
<b>Tuesday</b>		
<b>Wednesday</b>		
<b>Thursday</b>		
<b>Friday</b>		
<b>Saturday</b>		
<b>Sunday</b>		

**EXHIBIT 1(c)**  
**988 Lifeline Telephone Number**

Termination Number: \_\_\_\_\_

The Center attests that the supplied termination number is a dedicated and unique line for receiving 988 Lifeline calls in order to better aid the Center and 988 Lifeline Administrator with data collection and quality assurance measures.

Center:        (Initial) \_\_\_\_\_



## EXHIBIT 2

### SAMHSA CYBERSECURITY REQUIREMENTS FOR 988\*

The following is an outline of SAMHSA requirements for 988 crisis centers to ensure cybersecurity standards and protections are in place to protect 988-related infrastructure and user information. All centers participating in the 988 Network must evaluate and utilize the requirements and language below.

All external systems and platforms also must ensure the following conditions are met as applicable:

- Centers should adopt essential practices consistent with HHS Cybersecurity Performance Goals.
- Centers must have formal information security and privacy policies, refreshed annually and/or when there is a change, and be able to provide a copy of their policies upon request, including a security assessment plan. These policies should cover all business geographies and functions including subcontractors.
- Staff must complete annual cybersecurity and privacy awareness training and maintain records of staff and contractors completing such training.
- Centers must ensure each product or workstream will have a tested incident response plan updated annually and a crisis communications plan for real-time communication flow and incident reporting procedures.
- Centers must ensure continuous monitoring and annual penetration testing to determine security and privacy controls are operating as intended.
- Centers must ensure the protection of all data and information through standards for encryption and the use of multi-factor authentication.
- Centers must have a plan to implement and test backup solutions regularly by channel, which minimizes the amount of cutover time.
- Centers must have a web application firewall to protect web applications from a variety of application layer attacks.
- Centers using any external technology must ensure consistent experience and privacy for the person in crisis per Lifeline standards and not introduce features that introduce preventable variability in response.
- Centers must ensure that any cloud service provider has an established service-level agreement that defines performance metrics, how they will be monitored, and penalties for failure to meet them, as well as data lifecycle management, and roles, responsibilities, and reporting requirements.
- Centers must ensure user information is protected commensurate with determined risk levels and protect records about individuals retrieved by personal identifiers such as a name, social security number, or other identifying number or symbol.
- Centers must conduct an annual business continuity analysis that can identify and address other opportunities to improve incident management and communications plans.
- Centers must maintain an inventory of information system assets, refreshed annually, that document the identification, ownership, usage, location, and configuration for each asset.
- Given the critical importance of the privacy of people who are reaching out for crisis support, the center must ensure that the personal information collected is not disclosed or shared with tracking technologies without the individual's documented informed consent.
- Centers should have a third-party risk management program that reviews third party software products and services purchased and deployed in the contact centers network. Centers should

conduct risk assessments prior to deploying new software in their network and set expectations for clear cyber incident reporting from third party vendors from which they purchase and deploy products.

- Centers must ensure appropriate staff or sub awardees who can implement best infrastructure and site reliability practices
- Centers must use automated tools where possible to manage system vulnerabilities (could include automatically downloading and installing operating system patches)
- Centers must manage security risk for which centers are responsible in accordance with specific timeframes
- Centers must maintain records management schedules

Centers must ensure appropriate staff or sub awardees can implement best infrastructure and site reliability practices, safeguard information and information systems in accordance with the identified level of risk and report any discovered or unanticipated threats (recommended to be an hour or less) to the 988 Lifeline Administrator.

Ensure that any cloud service provider has an established service level agreement that defines performance metrics, how the service provider will be monitored, and penalties for failure to meet performance metrics, as well as data lifecycle management, and roles, responsibilities, and reporting requirements.

Support Records Management requirements during the period of performance. It is recommended that the vendor pattern record retention and disposition actions in accordance with one of the two Retention Schedules:

Enhanced 911 ([archives.gov](https://www.archives.gov))

Suicide Prevention Data Center Records ([archives.gov](https://www.archives.gov))

Ensure that all records retention and disposition actions are discussed and concurred with Tribal Authorities for regions where the vendor platform operates.

*\*Edited to fit this agreement*

### EXHIBIT 3

#### Provisional Status

Special Provisions Incorporated by Reference.

A. Section 5(a) of the Network Agreement shall be deleted and replaced with:

- (a) In the event that at least thirty (30) days prior to the expiration of this initial term, Vibrant gives notice of an offer for renewal, including any and all applicable terms and conditions thereof, and the Center accepts such offer, then this Agreement shall be renewed for an additional one (1) year term. Thereafter, this Agreement shall automatically renew for successive one (1) year terms unless either Party provides written notice to the other, at least sixty (60) days prior to the end of the initial or any subsequent term, of its intention not to renew. All other provisions in the Agreement shall remain in full force and effect.

B. Section 1(f) shall be added to the Network Agreement:

- (f)
  - (i) The Center agrees that during the term of this Agreement it shall use its best efforts to obtain, as expeditiously as feasible, but in all events prior to the expiration of this Agreement, certification or licensure by an authority set forth in Attachment II of the Policies.
  - (ii) Upon the request of Vibrant, the Center shall promptly submit a written report to Vibrant which report shall set forth the status and details of the efforts and actions taken by the Center, and the outcome of the same, as of the date of the report, as well as the future plans of the Center regarding the process of certification and/or licensure of the Center (a "Status Report"). Vibrant shall have the right, to be exercised in its sole and absolute discretion, to require the Center to submit a Status Report on a fixed regular and periodic basis throughout the term of this Agreement.

C. In the event that any term set forth in this Exhibit is inconsistent with any term of the Network Agreement, then the terms and conditions of this Exhibit shall supersede and control any such inconsistent terms.

Administrator: (Initial) \_\_\_\_\_

Network: (Initial) \_\_\_\_\_

## EXHIBIT 4

### Consent to Assignment

This Consent to Assignment, dated as of [Date], is made by and between Mental Health Association of New York City, Inc. d/b/a Vibrant Emotional Health (the “Administrator”), [Assignee] (the “Assignee”) and [Assignor] (the “Assignor”).

WHEREAS, Vibrant and the Assignor are parties to that certain Network Agreement, dated as of [Date], as amended by [Subrecipient agreement /Amendments] (the “Network Agreement”);

WHEREAS, the Assignor has advised Vibrant that the Assignor and the Assignee have entered into a [Merger/Purchase] Agreement, pursuant to which [the Assignor will merge into and with the Assignee/the Assignee will acquire all of the outstanding capital stock of the Assignor/the Assignee will acquire substantially all of the assets owned by the Assignor]; and

WHEREAS, the Assignor wishes to assign the Network Agreement to the Assignee in connection with such transaction and has requested the consent of Vibrant as required by the Network Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby represent, warrant and covenant as follows:

1. The Assignee hereby represents that it will succeed to all of the rights of, and assume all of the liabilities of, the Assignor under the Network Agreement as of the effective date of the [Merger/Purchase] Agreement.
2. The Assignee hereby covenants to perform each obligation of the Assignor as set forth in the Network Agreement, effective from and after the date of the [Merger/Purchase] Agreement.
3. Based solely on the representations of the Assignor and the Assignee set forth herein, Vibrant hereby agrees to accept performance from, and confer all benefits of the Assignor under the Network Agreement to the Assignee from and after the date of the [Merger/Purchase] Agreement.
4. Accordingly, the parties hereby agree that as of the date of the [Merger/Purchase] Agreement, all references to the Assignor in the Network Agreement shall be deemed to be to the Assignee.

*[Signature page to follow]\**

\*In the event that an Assignee’s signature is unavailable, a Certification of Merger may be substituted.

AGREED TO AND ACCEPTED BY:

Vibrant: Vibrant Emotional Health

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

THE ASSIGNOR

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

THE ASSIGNEE

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT 5

### Notice of Name Change

This Notice, dated as of [Date], is made by [New Name] f/k/a [Old Name] (the “Center”) in favor of the Mental Health Association of New York City, Inc. d/b/a Vibrant Emotional Health (the “Administrator”).

WHEREAS, Vibrant and the Center are parties to that certain Network Agreement, dated as of [Date], as amended by [Subrecipient agreement /Amendments] (the “Network Agreement”), pursuant to which the Center must notify Vibrant of any legal change to its name; and

WHEREAS, the Center has advised Vibrant that, effective as of [Date], the Center has changed its name under the laws of the [Jurisdiction], and that all past and future contracts should identify [New Name] as the applicable contract party.

NOW, THEREFORE, the Center hereby represents, warrants and covenants as follows:

1. [New Name] hereby represents that it is the same corporate entity as [Old Name], having all rights and obligations of [Old Name] under the Network Agreement.
2. Accordingly, as of the date hereof, all references to [Old Name] in the Network Agreement shall be deemed to be to [New Name].

In witness whereof, the Center hereby executes this Notice as of the date first above written.

THE CENTER

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## **ATTACHMENT I**

Network Resource Center: <https://networkresourcecenter.org/>

Guidance Documents Referenced in Network Agreement Policies that are housed on the NRC include:

- Guidelines for Working with Abusive Contacts
- Guidance for Supporting Familiar Contacts
- Insurance Reimbursement Guidance
- 988 Lifeline Requirements and Recommendations for Crisis Center Follow-Up
- 988 Lifeline Warm Transfer Guidelines and Procedures
- Making Referrals and Warm Transfers to External Organizations
- Receiving External Warm Transfers from State/National Partners
- Suicide Safety Policy: Supplemental Guide
- Triaging Guidance
- Violence Assessment and Threat Management Guidance





## ATTACHMENT II

### Lifeline/988 Policies [ July 1, 2024]

*All capitalized terms appearing in these Policies, and not otherwise defined in these Policies, are deemed to have the assigned definition given in the Network Agreement of which this Attachment I is a part.*

The 988 Suicide and Crisis Lifeline center may utilize their own policies and procedures in working with Lifeline contacts, but those policies and procedures must be alignment with all policies and guidelines provided by the Vibrant as the 988 Suicide and Crisis Lifeline Administator as related to the answering of Lifeline contacts.

The following Lifeline Policies are to be implemented and upheld at each center:

- 988 Suicide & Crisis Lifeline Policy on 988 Lifeline Crisis Chat and Text Centers
- 988 Suicide & Crisis Lifeline Policy on Accreditation
- 988 Suicide & Crisis Lifeline Policy on Center Operations
- 988 Suicide & Crisis Lifeline Policy on Clinical Training
- 988 Suicide & Crisis Lifeline Policy on Compliance
- 988 Suicide & Crisis Lifeline Policy on Data Collection and Clinical Contact Records
- 988 Suicide & Crisis Lifeline Policy on Familiar Contacts
- 988 Suicide & Crisis Lifeline Policy on Follow-up
- 988 Suicide & Crisis Lifeline Policy on Insurance Reimbursements
- 988 Suicide & Crisis Lifeline Policy on Media and Communications
- 988 Suicide & Crisis Lifeline Policy on Member Center Insurance
- 988 Suicide & Crisis Lifeline Policy on Performance Improvement Plans
- 988 Suicide & Crisis Lifeline Policy on Referring Callers, Chatters, Texters, Videophone Users
- 988 Suicide & Crisis Lifeline Policy on Research and Evaluation
- 988 Suicide & Crisis Lifeline Policy on Quality Improvement
- 988 Suicide & Crisis Lifeline Policy on utilizing The Network Resource Center (NRC) and Staying Current with Best Practices
- 988 Suicide & Crisis Lifeline Policy on Triageing
- 988 Suicide & Crisis Lifeline Policy on Violence and Threat Assessment
- 988 Suicide & Crisis Lifeline Policy on Warm Transfers
- 988 Suicide & Crisis Lifeline Policy regarding No Limitations of Service
- 988 Suicide & Crisis Lifeline Policy on Sentinel Events
- 988 Suicide & Crisis Lifeline Suicide Safety Policy
- 988 Suicide & Crisis Lifeline User Tenets Policy

These policies are available to view or download as PDFs on the 988 Lifeline Network Agreement Policies page of the Network Resource Center (NRC).

## 988 Suicide & Crisis Lifeline Policy on 988 Lifeline Crisis Chat and Text Centers

PROGRAM: 988 Suicide & Crisis Lifeline  
EFFECTIVE DATE: 07/01/24  
REVIEW TERM: Two Years -- reviewed biennially  
LAST REVISION DATE: 04/02/23  
NEXT REVIEW DUE: 06/01/26

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### POLICY

All Centers that respond to online chats and/or SMS texts from the 988 Suicide & Crisis Lifeline, providing crisis intervention services to individuals in emotional distress or suicidal crisis (also known as the 988 Lifeline Crisis Chat and Text (LCCT) Centers) must follow all policies noted in other parts of the Network Agreement, as well as the following requirements specific to LCCT services:

#### **Policies and Guidelines**

LCCT centers must follow all guidelines provided by the 988 Lifeline Administrator in the LCCT Manual, as available on the Network Resource Center (NRC). The Center's local policies and procedures for responding to 988 Lifeline chats and/or texts must be in alignment with all policies and guidelines provided by the Administrator.

#### **Platform**

LCCT Centers are required to utilize a platform designated by the 988 Lifeline Administrator to receive and document chats and texts for the 988 Suicide & Crisis Lifeline unless otherwise reviewed and qualified as compatible, meeting minimum data integration and reporting standards, as required by the Administrator.

#### **Training**

LCCT Centers must have all crisis counselors, Center Management, Supervisors, Trainers, and Quality Assurance Staff who are authorized to answer or provide support regarding 988 Lifeline chat or texts complete the online self-paced training "Crisis Conversations on Chat and Text" in addition to the 988 Lifeline Core Clinical Training (see Policy on Clinical Training).

LCCT Centers will also ensure that all Center Staff who will use the platform have completed the technical trainings related to chat and text service on the platform.

#### **Supervision**

LCCT centers will ensure that Supervision Staff have live monitoring capabilities on the platform and a system by which to communicate with crisis counselors (e.g., Teams, Slack, etc.). When

scheduled for a shift, Supervisors will access the chat/text platform to assist crisis counselors as needed.

**Accreditation**

Before joining or within six months of starting as a chat/text Center, the Center shall obtain and maintain Online Emotional Support accreditation for 988 Lifeline Chat and Text services from one of the Vibrant-approved organizations with expertise in suicide and mental health crisis best practice standards. The list of approved organizations is in the Policy on Accreditation.

### 988 Suicide & Crisis Lifeline Policy on Accreditation

PROGRAM: 988 Suicide & Crisis Lifeline  
EFFECTIVE DATE: 07/01/24  
REVIEW TERM: Two Years -- reviewed biennially  
LAST REVISION DATE: 05/27/23  
NEXT REVIEW DUE: 06/01/26

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#### POLICY

It is the Policy of the 988 Lifeline Administrator that all Centers in the 988 Lifeline Network demonstrate that they meet rigorous organizational and operational standards by obtaining and maintaining one of the following external accreditations in the helpline industry or closely related field.

- 1) The Center will provide documentation of accreditation for each modality of communication they provide 988 Lifeline services on. Accreditation must be from one of the following organizations with expertise in suicide and mental health crisis best practice standards:

- American Association of Suicidology (AAS)\*
- International Council for of Helplines (formerly known as ContactUSA)\*
- Council on Accreditation of Rehabilitation Facilities [inclusive of suicide assessment] (CARF)
- Alliance of Information and Referral Systems (AIRS)
- Council on Accreditation (COA)
- Utilization Review Accreditation Commission (URAC)
- Joint Commission
- State/county Licensure (if approved by the 988 Lifeline Administrator)

\* Chat and Text: Before joining or within six months of starting as a chat/text Center, the Center shall obtain and maintain specific Online Emotional Support accreditation for 988 Lifeline Crisis Chat and Text services from one of these approved accrediting bodies.

- 2) During the application process, the Center shall submit to the 988 Lifeline Administrator, the following documents ("Accreditation Document") relating to the Accreditation:
  - A copy of the accreditation certificate.
  - A copy of the letter provided by the accreditation organization stating dates of Accreditation if such dates are not indicated on the certificate.
  - The Center shall maintain Accreditation throughout the term of the Network Agreement. Upon renewal of Accreditation, the Center shall submit updated

Accreditation Documents to the 988 Lifeline Administrator. Under extenuating circumstances, if the Center does not renew Accreditation prior to the expiration, a grace period of three months may be considered by the Administrator with sufficient documentation provided to show progress towards accreditation.

If the Center's Accreditation lapses, the Administrator may choose to remove the Center from routing while Accreditation is renewed. Extended lapses in accreditation may result in removal from the Network.

### 3) EXCEPTIONS:

- Centers without accreditation/licensure may still be able to join the network, if there is a demonstrable need for a center in that area, and the center signs a provisional status amendment, by which it agrees to obtain accreditation within a set time frame.
- Centers will be exempt from obtaining accreditation should accreditation standards for a particular modality (e.g. videophone) not be established or available through industry-accepted organizations such as those listed above.

### 988 Suicide & Crisis Lifeline Policy on Center Operations

PROGRAM: 988 Suicide & Crisis Lifeline  
EFFECTIVE DATE: 07/01/24  
REVIEW TERM: Two Years -- reviewed biennially  
LAST REVISION DATE: 02/06/23  
NEXT REVIEW DUE: 06/01/26

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#### POLICY

- 1) The Center's system(s) shall adhere to the 988 Lifeline Administrator's quality assurance standards and shall not interfere with the Administrator's ability to pull back contacts (e.g. calls, chats or texts) and re-route said contacts to another 988 Lifeline member backup center. Specifically:
  - a) If the Center utilizes an automatic queuing system [often referred to as an Automatic Call Distribution (ACD) system], the Center's telephony platform must be able to send and receive dual tone multifrequency (DTMF) signals. Centers using ACD must use Active Answer. In such arrangements, the 988 Lifeline Administrator releases the 988 Lifeline call to the Center only after a crisis counselor at the Center presses a button to receive the call.
  - b) The Center's phone system shall maintain and provide caller ID information so that crisis counselors have access to identifying the caller's phone number during the contact.
  - c) The Center shall utilize the 988 Lifeline platform for chats/texts unless reviewed and qualified as compatible with 988 Lifeline systems by the 988 Lifeline Administrator. In such instances where platform exceptions are made, the Center's chat/text platform must be able to interface with the 988 Lifeline chat/text routing system to provide a bridge where chats and texts could, as necessary, be pulled back into 988 Lifeline's main routing structure (example: through a dedicated API between both systems).
- 2) The Center shall not:
  - a) Utilize an answering service or cellular telephones to answer incoming 988 Lifeline calls;
  - b) Utilize an automated attendant or any other system that requires a Caller to press a telephone key in order to be connected with Center Staff;
  - c) Forward incoming Lifeline calls, chats or texts to a third party unless authorized by Vibrant; or

- d) Allow 988 Lifeline contacts (e.g.calls/chats/texts/videophone) to be answered by a receptionist or any Center Staff not trained to assist the individual in crisis in accordance with 988 Lifeline training standards.
  - e) Utilize any IVR (Interactive Voice Response) message for the incoming 988 Lifeline Calls.
- 3)** When possible, the Center must provide notice to the 988 Lifeline Administrator at least 72 hours in advance of any voluntarily suspended participation in the Network, including temporary changes/removals from routing. A request for the suspension/removal from routing must be submitted in writing to the Administrator.

Reasons for a center needing such temporary change include:

- a) Disaster impacting center operations (natural or man-made)
- b) System/facility maintenance impacting ability to staff line
- c) Severe capacity challenges

The 988 Lifeline Administrator must also be notified in writing for involuntary or unexpected outages as soon as an outage has been identified.

- 4)** The Center is required to maintain a distinctive crisis contact center operation with the capacity to identify, receive and respond to 988 Lifeline contacts, preferably 24/7. The crisis contact center operation must maintain its own guidelines and training protocols in addition to any 988 Lifeline training requirements and have staff and/or volunteers and a Center administration that is responsible for the oversight of the crisis contact center operation.
- 5)** The Center must work to implement best infrastructure and site reliability practices to safeguard information and information systems against outages or threats.
- 6)** The Center shall maintain a dedicated, unique termination line for receiving 988 Lifeline calls in order to better aid the Center and 988 Lifeline Administrator with data collection and quality assurance measures.
- 7)** The Center will participate in an annual self-assessment process as a means of determining compliance with the Network Agreement and performance indicators identified by the 988 Lifeline Administrator. The Center shall cooperate with the Administrator in the self-assessment process, which may include data analysis, identification of trends, subjective evaluations of organizational design and structure and goal alignment, to promote continuous improvement.

- 8) The Center will report to the 988 Lifeline Administrator the number of organizations that entered into formal written/intra-organizational agreements (e.g., MOUs, MOAs) with the Center to improve mental health related practices/activities.
- 9) For purposes of ensuring the managerial and fiscal stability of the Center, in rare instances the Center shall, upon request of the 988 Lifeline Administrator, submit to the Administrator:
  - a) Documentation setting forth its governance and management structure and organization;
  - b) Documentation regarding its fiscal accountability controls and measures;
  - c) Written policies and procedures that address:
    - i) Human resources (e.g., personnel records, job descriptions),
    - ii) Hiring and firing of agency personnel,
    - iii) Service delivery to contacts,
    - iv) Supervision/training of agency personnel;
- 10) The Center shall adhere to the following technical guidelines:
  - a) Connections to the 988 Lifeline Administrator's systems from Center staff shall be initiated over private internet connections (i.e. no public Networks should be utilized)
  - b) Named accounts shall be provided for all access to the 988 Lifeline Administrator systems and account credentials should not be shared between Center Staff
  - c) Email addresses associated with accounts shall be associated with domains owned and managed by the Center



**988 Suicide & Crisis Lifeline Policy On Clinical Training**

PROGRAM: 988 Suicide & Crisis Lifeline  
EFFECTIVE DATE: 07/01/24  
REVIEW TERM: Two Years -- reviewed biennially  
LAST REVISION DATE: 04/02/24  
NEXT REVIEW DUE: 06/01/26

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**POLICY**

- 1) The Center shall provide training for all Center staff (prior to their responding to any kind of 988 Lifeline contact) consistent with 988 Lifeline Suicide Safety Policy and 988 Lifeline Safety Assessment Model. Training should emphasize a conversational approach to crisis/suicide assessment data collection, and intervention that focuses on establishing and maintaining the contact's (e.g. callers/texters/chatters/videophone) sense of connection to the crisis counselor while assessing suicide and de-escalating the crisis. Populations disproportionately affected by suicide should be addressed in the Center's training plan. Training should also address appropriate use of supervisory consultation. The Center's training for all crisis counselors, Center management, supervisors, trainers, and quality assurance staff who are authorized to answer or provide support regarding 988 Lifeline calls/chats/texts/videophone must include, at a minimum\*:
  - a) Completion of all 988 Lifeline Core Clinical Training Courses (online self-paced training courses available via the Lifeline Learning Portal and listed under "Introduction to Crisis Counseling")
  - b) Minimum of eight (8) live roleplays with a qualified trainer or supervisor addressing different types of conversations and individual needs including the following skill areas - at least one of these should be focused on working with a youth caller/chatter/texter and at least one should be completed focusing on providing service via a language interpreter (the 988 Lifeline Administrator will provide sample roleplays):
    - i) Establishing connection and active engagement
    - ii) Active listening
    - iii) Asking clarifying questions empathically
    - iv) Assessing immediate safety
    - v) Conducting a full safety assessment
    - vi) Responding to imminent risk

- vii) Collaborating on a safety plan
- viii) Local needs/specialties of the Center's choosing
- c) Minimum of two completed simulated conversations using the Lifeline Simulation Training available via the Lifeline Learning Portal to include both direct and third party contact
- d) Complete 10 - 20 hours of live observation of experienced crisis counselors providing services to contacts of various modalities as appropriate for their role (e.g. callers/chatters/texters/videophone users).

*\*Note: Centers that participate in one of 988 Lifeline's subnetworks may have additional requirements for completing specific training tasks in their contract that must also be followed.*

The Center shall work with the 988 Lifeline Administrator staff to create individual user accounts on the 988 Lifeline Learning Portal for all staff that actively respond to, supervise, provide training on, or provide quality improvement activities for 988 Lifeline contacts. The Center will keep their accounts up to date adding new users and deactivating former users in a timely manner. The Center will ensure that crisis counselors and other staff use their own individual accounts to complete any required training courses.

- 2) The Center will provide Center staff with time and access for an additional 6 - 8 hours of ongoing training annually. This can include:
  - a) 988 Lifeline online self-paced training courses
  - b) 988 Lifeline webinars
  - c) Center in-service training
- 3) The Center will regularly access the Network Resource Center (NRC) and assign a representative(s) to attend 988 Lifeline Administrator hosted webinars and meetings in order to stay up to date on clinical and operational guidance from the Administrator and update local training resources accordingly.
- 4) The Center must have designated Center staff that regularly act in a managerial or training capacity, who have knowledge of the Center's and the 988 Lifeline Administrator's most current policies and procedures so as to ensure ongoing training and quality improvement. Such personnel might include Center Directors, Training Coordinators/Supervisors, Shift Supervisors, or some other title consistent with the spirit of this definition. Peer colleagues (those with no other official designation or routine role as Staff Supervisor or Trainer) acting as consultants are not alone sufficient to meet this requirement.

## 988 Suicide & Crisis Policy on Compliance

PROGRAM: 988 Suicide & Crisis Lifeline  
EFFECTIVE DATE: 07/01/24  
REVIEW TERM: Two Years -- reviewed biennially  
LAST REVISION DATE: 02/06/24  
NEXT REVIEW DUE: 06/01/26

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### POLICY

The objective of the 988 Policy on Compliance is to continually assess the administrative responsibilities of the 988 Lifeline Administrator to those Centers and sub-recipients as noted in this Network Agreement and subrecipient agreement. The Compliance Plan serves as the Administrator's commitment to both compliance and ethical standards. This policy is to monitor risk across the Network, notify appropriate stakeholders and help create action plans to address and mitigate identified risk. With the expansion of 988, the Administrator recognizes it is critical to ensure key performance in addition to a well-developed internal compliance program that provides support and guidance to programs, centers, vendors and callers.

### PROCEDURE

As a living document this policy will serve as a guide to Centers of their compliance related obligations.

In order to ensure each center complies with the Network Agreement and/or subrecipient agreement, the the 988 Lifeline Administrator will develop a compliance work plan for each Center that may identify areas of risk/non-compliance noted from the sub recipient application, Network Agreement deliverables and/or other areas noted by the Administrator.

#### Monitoring Compliance

The 988 Lifeline Administrator will conduct comprehensive reviews of each Center's deliverables by way of auditing documents and records held by the Centers and the Administrator. Information to be audited include but not limited to policies and procedures, KPI's, billing, fiscal records, operational workflows, and etc. Information gathered during audits will be summarized and findings shared with centers and internal programs. If findings unfavorable to the operation of the 988 Lifeline Network are noted, a performance improvement plan will be created.

## 988 Suicide & Crisis Lifeline Policy on Data Collection and Clinical Contact Records

PROGRAM: 988 Suicide & Crisis Lifeline  
EFFECTIVE DATE: 07/01/24  
REVIEW TERM: Two Years -- reviewed biennially  
LAST REVISION DATE: 02/06/24  
NEXT REVIEW DUE: 06/01/26

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### POLICY

In order to collect important national statistics, the 988 Lifeline Administrator, as required by the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA), requires the Center to document specific information for all 988 Lifeline contacts (e.g. calls/chats/texts/videophone). Collection of this information shall **not** be a requirement for individuals seeking support to receive 988 Lifeline services. However, if the individual consents or otherwise voluntarily shares this information during the course of normal service delivery, it should be documented by the Center.

- 1) The Center shall document each unique 988 Lifeline contact using the 988 Lifeline Clinical Contact Record provided by the 988 Lifeline Administrator.
- 2) The fields outlined on the 988 Lifeline Clinical Contact Record will be used, as written, in order to capture details of contacts and submit those details to the 988 Lifeline Administrator. Centers must update their contact fields to align with this standard.
- 3) Standardized Data Collection
  - a) Unified Platform:

When made available, centers may choose to join the 988 Lifeline Administrator's Unified Platform. Adoption of the platform will fulfill the reporting requirement.
  - b) Alternate Data Collection Mechanisms:

Centers who do not choose to join the Unified Platform will be provided with a row level 988 Data Standard specification. This standard will include formats for telephony data, the 988 Lifeline Clinical Contact Record fields and other standardized data points that may be required as the program evolves. The Center shall, on a scheduled basis, report to the 988 Lifeline Administrator detailed (row level) data following this standard. Centers with the capability to provide data from this standard in an automated fashion are encouraged to do so. For such integrations records will be expected to be sent as soon as they are complete. For centers who are not able to support an integration, an interface will be

provided to submit these data. The cadence of such reporting will be at minimum monthly.

- c) Data standard changes are subject to the notification and change requirements as outlined in the Network Agreement. Centers and States should have a reasonable implementation period of no less than ninety (90) days following published updates to the Data standard to implement changes.

#### **4) Record Retention**

- a) Centers must maintain all contact records for a minimum period of three (3) years. It is the responsibility of the center to create policies and procedures for the safe storage and access of contact records, along with appropriate destruction of records following the required maintenance period. Centers must ensure compliance with all applicable state and federal laws.
  - b) As applicable, centers must create policies and procedures for the safe storage and access of recordings and transcripts, along with appropriate destruction of such recordings and transcripts following the required maintenance period. Centers must ensure compliance with all applicable state and federal laws.
  - c) Notwithstanding the above, if there is litigation, claims, audits, negotiations, or other actions that involve any of the records cited and that have started before the expiration of the three-year period, whichever occurs later. All such records must be retained until completion of the actions and resolution of all issues, or the expiration of the three-year period, whichever occurs later.
- 5)** In addition to the expectation of routinely submitting row level data as described above, if requested by the 988 Lifeline Administrator, the Center shall submit detailed contact (e.g. call/chat/text/videophone) records, including transcripts or recordings, via a secure method provided by the Administrator and in a format approved by the Administrator. The scope and parameters of such requests shall conform to Vibrant Emotional Health's Data Governance Policies.
- 6)** The Center shall submit other reports as required by the 988 Lifeline Administrator at regular intervals, including, but not limited to:
- a) Clinical Contact Records and interaction data
  - b) Workforce management data
  - c) Quality improvement and call recording data

### 988 Suicide & Crisis Lifeline Policy on Familiar Contacts

PROGRAM: 988 Suicide & Crisis Lifeline  
EFFECTIVE DATE: 07/01/24  
REVIEW TERM: Two Years -- reviewed biennially  
LAST REVISION DATE: 04/02/23  
NEXT REVIEW DUE: 06/01/26

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#### POLICY

The Center shall maintain policies and procedures for addressing familiar contacts in alignment with the 988 Lifeline Administrator's Guidance Document for Supporting Familiar Contacts as is located on the Network Resource Center.

### 988 Suicide & Crisis Lifeline Policy on Follow-up

PROGRAM: 988 Suicide & Crisis Lifeline  
EFFECTIVE DATE: 07/01/24  
REVIEW TEARM: Two Years -- reviewed biennially  
LAST REVISION DATE: 06/02/23  
NEXT REVIEW DUE: 06/01/26

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### POLICY

The Center shall maintain policies and procedures that adhere to the 988 Lifeline Administrator's Crisis Center Guidance Document: Requirements and Recommendations for Crisis Center Follow-up is located on the Network Resource Center.

### 988 Suicide & Crisis Lifeline Policy on Insurance Reimbursements

PROGRAM: 988 Suicide & Crisis Lifeline  
EFFECTIVE DATE: 07/01/24  
REVIEW TERM: Two Years -- reviewed biennially  
LAST REVISION DATE: 04/02/23  
NEXT REVIEW DUE: 06/01/26

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#### POLICY

988 Lifeline contacts (e.g. calls/chats/texts/videophone) may not be charged by the Center for 988 services. The 988 Lifeline Administrator strongly encourages any insurance/Medicaid payment to be based on population/penetration rate information whenever possible rather than utilizing individually identified information for reimbursement.

Should the Center receive funding for 988 Lifeline contacts from insurance, the Center shall maintain policies and procedures that adhere to the 988 Lifeline Administrator's Insurance Reimbursement Guidance Document which is located on the Network Resource Center.



## 988 Suicide & Crisis Lifeline Policy on Media and Communications

PROGRAM: 988 Suicide & Crisis Lifeline  
EFFECTIVE DATE: 07/01/24  
REVIEW TERM: Two Years -- reviewed biennially  
LAST REVISION DATE: 06/01/2022  
NEXT REVIEW DUE: 06/01/2026

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### POLICY

This policy guides and supports the work of 988 Lifeline Network Centers as it relates to communications, media, and social media efforts. It lays the groundwork for understanding when and how the 988 Lifeline Administrator can support a Center's media and communications efforts, and the responsibilities a center has around communicating its role in the 988 Lifeline network.

#### Opportunities and approvals:

- a) The 988 Lifeline Administrator shall provide support in the form of talking points and logos for any media coverage about the 988 Lifeline Network the Center may participate in, including media opportunities that come through, and communications materials that are developed by, our funder, SAMHSA, such as the SAMHSA partner toolkit etc. In general, the Center is responsible for sourcing and securing its own media coverage, but if a media opportunity arises through the Administrator, the Administrator will connect the Center with the media outlet and provide media training, optional talking points, and support, if needed or requested.
- b) The Center shall only speak on behalf of itself and its staff and volunteers when writing for or interviewing with a member of the media. The Center shall not speak on behalf of the Network without direct approval and involvement from the 988 Lifeline Administrator and SAMHSA.
- c) The 988 Lifeline Administrator shall approve any media material that the Center creates concerning the 988 Lifeline Network, its operations, or its policies, including press releases and statements. In these cases the Center agrees to provide this material with 24 hours notice for approval.
- d) The Center shall alert the 988 Lifeline Administrator if a staff member or a volunteer engages with the media on an issue or topic concerning the 988 Lifeline Network.

- e) The Center shall not announce it is part of the 988 Lifeline Network until the Center has completed the onboarding process, including clinical review, and is operational in the Network.

Once the Center is operational, it is encouraged to announce to its local media that it is part of the 988 Lifeline Network.

#### Social Media

- f) The Center is responsible for its own social media accounts and management, however, the 988 Lifeline Administrator shall approve any social media material that the Center creates concerning the 988 Lifeline Network, its operations, or its policies. In these cases the Center agrees to provide this material with 24-hours notice for approval.
- g) The Center shall speak only on behalf of itself and its staff and volunteers when posting and commenting on social media. The Center shall not speak on behalf of the 988 Lifeline Network.
- h) The Center shall alert the 988 Lifeline Administrator if a staff member or a volunteer engages on social media as, or as a representative of, the 988 Lifeline Network.

#### Style

- i) The Center shall refer to the 988 Lifeline Network as “the 988 Suicide & Crisis Lifeline” on first reference and the “988 Lifeline” on future references in all public and media correspondence, and not as “NSPL”, or “Suicide Prevention Hotline” or “National Suicide Prevention Lifeline” or any other “suicide hotline/helpline” reference.
- j) The Center will transition all references to “1-800-273-TALK (8255)” to the new three digit dialing code for the 988 Lifeline, “988,” as well as update all necessary branding according to SAMHSA/988 Lifeline Administrator branding guidelines, on all Center properties.

### 988 Suicide & Crisis Lifeline Policy on Member Center Insurance

PROGRAM: 988 Suicide & Crisis Lifeline  
EFFECTIVE DATE 07/01/24  
REVIEW TERM: Two Years -- reviewed biennially  
LAST REVISION DATE: 05/01/23  
NEXT REVIEW DUE: 06/01/26

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#### POLICY

As a demonstration of fiscal stability, and to ensure that Centers are protected, the 988 Lifeline Administrator requires Centers to provide evidence of insurance coverage for the term of the Network Agreement. Such insurance shall, at a minimum, include coverage for claims which are incurred during the term of this Agreement but which arise after the expiration or termination of this Agreement. Specifically:

- a. The Center shall maintain general and professional liability insurance applicable to its operations.
- b. Coverage for the actions and omissions of the Center as a participant in the 988 Lifeline Network and coverage with respect to services to be rendered to 988 Lifeline contacts (e.g. callers/chatters/texters/videophone users) by the Center.
- c. Such insurance shall be in amounts not less than \$1 million per occurrence and \$3 million in the aggregate, unless otherwise approved by the 988 Lifeline Administrator.
  - i. Copies of such policies, or other reasonable evidence of the existence and terms of coverage, shall be provided to the 988 Lifeline Administrator annually upon renewal or any significant adjustment of coverage.
  - ii. The 988 Lifeline Administrator, Vibrant Emotional Health, shall be named as certificate holder.

## 988 Suicide & Crisis Lifeline Policy on Performance Improvement Plans

PROGRAM: 988 Suicide & Crisis Lifeline  
EFFECTIVE DATE: 07/01/24  
REVIEW TERM: Two Years -- reviewed biennially  
LAST REVISION DATE: 02/06/24  
NEXT REVIEW DUE: 06/01/26

### POLICY

It is the policy of the 988 Lifeline Administrator to provide a systemic approach to identifying, analyzing, and improving the quality of 988 Lifeline services.

Through regular communication, provision of technical assistance, and routine quality monitoring, the 988 Lifeline Administrator strives to identify potential issues early and proactively provide support to a Center to address these issues. Should this level of support be insufficient to address the concern, a Center handling 988 Suicide & Crisis Lifeline interactions may be placed on a Performance Improvement Plan (PIP).

### PROCEDURE

A Performance Improvement Plan may be implemented through a multi-step process which will involve the Center, the 988 Lifeline Administrator, SAMHSA and the state/territory to address issues.

**PIPs for in-state 988 Services:** If the Center receives funding from state/territory or has a contractual relationship with the state/territory to provide 988 responses, Vibrant must make the 988 State / Territory designated Government Official aware of the request to implement a PIP and ensure alignment on both the reasons for the PIP and the actions to be taken in order to satisfy the PIP. The state/territory may request modification to the Performance Improvement Plan content and must be agreed to by all involved parties. If alignment is unable to be achieved by Vibrant and the state/territory on performance improvement, Vibrant, the 988 Lifeline Administrator, will provide historical engagement record and formal performance improvement recommendations to SAMHSA.

**PIPs for Subnetwork Services:** If the center is a subaward of Vibrant and the issue identified is solely for quality or performance within a subnetwork, Vibrant retains the right to place a center on a PIP as outlined in the center's subaward agreement.

These areas include, but are not limited to:

- Operational: e.g. ongoing technical issues that prevent contacts from being routed efficiently to a Center

- Standards, Training and Practices (STP): center policies/practices not in compliance with the 988 Lifeline Administrator's required clinical policies and standards
- Quality: e.g. crisis counselor or Center performance falling below the required QI score threshold
- Communication: e.g. failure to identify a contact person at the Center, respond to correspondence or meeting requests from the 988 Lifeline Administrator, or provide requested information
- Contractual: e.g. non compliance with a criteria outlined in the Network Agreement or a subnetwork agreement
- Never Event: a serious and preventable error in the delivery of services that should never occur and that could result in serious injury, harm or death to a consumer
- Security: failure to record, store or disseminate data in accordance with existing agreements

The duration of a Performance Improvement Plan will be set by the 988 Lifeline Administrator in consultation with the SAMHSA and the Center and may depend on the severity and number of concerns identified.

The Performance Improvement Plan will be documented and will provide an overview of:

- The concerns which prompted the implementation of the Performance Improvement Plan
- Required activities that must be carried out by the Center to address the concerns
- The support and technical assistance which will be provided by the 988 Lifeline Administrator and the frequency with which this support will occur (e.g. monthly technical assistance meetings)
- Any routing changes that may occur as part of the Performance Improvement Plan

Upon completion of the activities outlined in the Performance Improvement Plan and evidence of satisfactory performance or resolution of the issue, the Performance Improvement Plan document will be updated to reflect the progress made and conclusion of the plan.

Where a Center has been unable to demonstrate satisfactory improvement during the period of the Performance Improvement Plan, the 988 Lifeline Administrator may consider an extension to the Performance Improvement Plan or suspension / removal of the Center from the 988 Lifeline Network. If the Center receives funding from state/territory or has a contractual relationship with the state/territory to provide 988 responses, the 988 state / territory government representatives, SAMHSA, and Vibrant will determine the most appropriate resolution of the PIP. If the center is a subaward of Vibrant and the issue identified is solely for quality or performance within a subnetwork, Vibrant may remove the center from the subnetwork, or may suspend / terminate the subaward agreement with the center.

## 988 Suicide & Crisis Lifeline Policy on Referring Callers, Chatters, Texters and Videophone Users

PROGRAM: 988 Suicide & Crisis Lifeline  
EFFECTIVE DATE: 07/01/24  
REVIEW TERM: Two Years -- reviewed biennially  
LAST REVISION DATE: 04/06/23  
NEXT REVIEW DUE: 06/01/26

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### POLICY

The Center shall maintain written policies and procedures that specifically address the provision of resource referrals that align with the 988 Lifeline Administrator's guidelines, including:

- a) The Center shall maintain an updated listing of the primary referral sources they may direct 988 Lifeline contacts to depending on the needs identified during their conversation with the individual. The list of referral sources should include the services/organizations noted in the 988 Lifeline Minimum Required Referral Resources guidelines on the Network Resource Center .  
The Center shall update this list at least annually.
- b) The Center shall maintain policies and procedures for their crisis counselors on how to provide referrals that adhere to the 988 Lifeline Administrator's Providing Referrals guidance document and the Referrals and Warm Transfer to External Organizations guidance document, both located on the Network Resource Center (NRC).
- c) The Center policy must provide that, as applicable, 988 Lifeline contacts be given an array of options with respect to affirming care and/or follow-up, which options shall not be limited in any manner to organizations, facilities or providers affiliated with or related to the Center.
  - i) The Center shall maintain written agreements with such referral community organizations, faith based institutions, healing centers, and health care providers, etc. as may be necessary.
- d) The Center policy must include guidance to staff in the event that a contact is received outside the Center's primary coverage area via phone. This policy must include how the center transfers contacts via phone to a Network Center in the caller's location for any needed localized resources and referrals. Any warm transfer must follow the 988 Lifeline Administrator's Warm Transfer Guidelines and Procedures (see the 988 Suicide & Crisis Lifeline Policy for Warm Transfers),

and take place after crisis counseling has been provided and the immediate risk is de-escalated.

- e) The Center policy must include guidance to staff in the event that a contact is received outside the Center's primary coverage area via chat or text and requires localized referrals. If a Chatter or Texter consents to switching to a phone call for a warm transfer, that transfer must follow the 988 Lifeline Administrator's Warm Transfer Guidelines and Procedures (see the 988 Suicide & Crisis Lifeline Policy for Warm Transfers), and take place after crisis counseling has been provided and the immediate risk is de-escalated. If a phone based contact and warm transfer is not an option, the Center must include guidance to staff about best practices in alignment with the 988 Lifeline Administrator's guidance document on "Providing Referrals" available on the NRC.

### 988 Suicide & Crisis Lifeline Policy on Research and Evaluation

PROGRAM: 988 Suicide & Crisis Lifeline  
EFFECTIVE DATE: 07/01/24  
REVIEW TERM: Two Years -- reviewed biennially  
LAST REVISION DATE: 03/30/23  
NEXT REVIEW DUE: 06/01/26

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#### POLICY

The Center must be willing to participate in the 988 Lifeline Administrator's Network evaluation and research activities, including sharing service data, to assess clinical quality of 988 Lifeline contacts and guide the 988 Lifeline's formalized standards, training, and practices efforts.

The Center must inform the 988 Lifeline Administrator prior to data sharing or otherwise participating in any external research or evaluation of 988 Lifeline services provided by the center and follow all guidance provided by the Administrator on best practices for research participation.



## 988 Suicide & Crisis Lifeline Policy on Quality Improvement

PROGRAM: 988 Suicide & Crisis Lifeline  
EFFECTIVE DATE: 07/01/24  
REVIEW TERM: Two Years -- reviewed biennially  
LAST REVISION DATE: 06/09/22  
NEXT REVIEW DUE: 06/01/26

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### POLICY

It is the policy to continuously evaluate and improve the quality of interactions between crisis counselors, Centers and the greater population which we serve. This will allow the opportunity to provide high standards of efficiency, clinical care, and consumer satisfaction across various Centers. Quality monitoring of operational KPI's (Key Performance Indicators) and crisis conversations (e.g. calls/chats/texts/videophone) is an essential component of any staff development and quality improvement plan.

### PROCEDURE

#### Operational Quality

- 1) The Center shall engage in best efforts to respond promptly to 988 Lifeline calls within 60 seconds or less, which is understood to be 988 Lifeline Administrator's minimum acceptable KPI for average speed to answer (ASA). Furthermore, and while it is understood that unique capacity challenges and unusual Network events may impact centers periodically, Centers shall ensure *best faith efforts* to achieve the following monthly target KPIs as set forth by the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA):
  - a) 95% of 988 Lifeline calls answered within 20 seconds or less
  - b) 90% of calls answered within 15 seconds or less
  - c) Less than 5% of contacts abandoning their contacts
  - d) Less than 10% of calls rolling over into the 988 Lifeline's National Backup Network
- 2) If a Center's answer rate for 988 Lifeline calls is below 80% for two or more consecutive quarters, the 988 Lifeline Administrator shall work with the center (and in collaboration with the funding state/territory if applicable) in order to implement a Performance Improvement Plan (PIP) including potentially reducing coverage area or hours until

sufficient performance gains have been achieved sufficient to reinstate prior coverage areas/hours.

### Clinical Quality

The 988 Lifeline is committed to providing the highest quality service to consumers. To that end, Centers should proactively monitor and coach to the 988 Lifeline's Operational and Clinical standards and best practices. The 988 Lifeline Administrator will conduct its own quality monitoring of the 988 Lifeline Network via monitoring of interaction recordings/transcripts/records. As such, the Administrator reserves the right to request recordings/transcripts and or other documents as needed to be provided by the Center for quality improvement purposes.

#### **QI Monitoring of Interactions**

All Centers shall complete interaction monitoring, either live or using recordings, on a regular basis for calls, texts and chats to ensure the highest levels of service for all contacts. It is mandatory that Centers handling interactions complete the 988 Lifeline's Quality Improvement (QI) Monitoring Forms, for interactions assigned to them either via the Unified Platform or alternative method to be determined by the 988 Lifeline Administrator. A Center may choose to monitor additional aspects of an interaction but must at a minimum monitor the aspects of an interaction outlined in the QI Monitoring Forms, which are available to view on the Network Resource Center. Centers will be required to monitor between .5% - 3% of 988 Lifeline Network interactions per month. Centers will submit their reviews through Vibrant Exchange. Centers will also be required to provide timely responses to the Administrator on any interactions identified by the 988 Lifeline QI team as not meeting 988 Lifeline standards.

All Centers must adhere to the 988 Lifeline Administrator's clinical standards. 988 Lifeline Crisis Chat and Text providers must also adhere to the Chat and Text clinical standards. The Administrator will assign a random sample of a Center's chats/texts or calls to be monitored. The Center must complete the appropriate QI Monitoring forms for the chat/text or call.

All 988 Lifeline Centers are required to meet the following QI requirements:

- 90% of all crisis counselors taking interactions should achieve QI scores of 70% or higher (monthly) and 70% or higher overall center score (quarterly)

#### **Improvement Process for Crisis Counselors**

If a crisis counselor's clinical performance score falls below the threshold outlined above for two or more consecutive quarters, is identified as part of a complaint, or found to be engaging in any unprofessional conduct while interacting with an individual contacting the 988 Lifeline, the 988 Lifeline Administrator shall work with the Center to address the

identified concern(s). This may include but isn't limited to potentially removing the crisis counselor from handling 988 Lifeline conversations until sufficient performance gains have been achieved sufficient to reinstate the crisis counselor.

**Improvement Process for Centers**

If a 988 Lifeline center is not meeting QI requirements as noted above, for two or more consecutive quarters, the 988 Lifeline Administrator shall work with the center (and in collaboration with the funding state/territory if applicable) in order to implement a PIP to address and provide support around identified areas of concern, which may include but isn't limited to required training or other related activities to improve their score.

Additionally, the 988 Lifeline Administrator reserves the right to accelerate a pause or removal of a Center from the 988 Lifeline Network based on egregious violations of best practices, contract requirements, or security protocols.

**Complaints/Grievances**

The 988 Lifeline Administrator strives to ensure that all contacts (e.g. callers/chatters/texters/videophone users) are treated in a professional and respectful manner. To this end, the Center shall have a grievance or complaint policy in place. The Center shall submit its grievance and complaint policy to the Administrator upon its application to the Network or upon request by the Administrator.

- a) For verbal complaints about 988 Lifeline conversations that occurred with a crisis counselor at that center (or their representatives, as applicable):
  - i) Center Staff shall direct complainants to appropriate supervisory personnel of the Center who will gather information about the complaint, phone number of the caller used at time of contact, and date/time of contact, or direct the Caller to submit a written complaint to the appropriate supervisory personnel of the Center, describing in detail the nature of the complaint;
  - ii) Supervisory Center staff, following their initial response to such a verbal complaint, shall investigate and review the conversation for compliance with 988 Lifeline clinical standards and operating requirements and take corrective action or training as needed with crisis counselor(s);
  - iii) The Center shall maintain a written record describing the nature of the complaint and its resolution and forward the details within 24 hours of the center completing their investigation to the 988 Lifeline Administrator via encrypted email to [988complaints@vibrant.org](mailto:988complaints@vibrant.org). The 988 Lifeline acknowledges that complaint resolution time for the center can vary based on the nature and complexity of each complaint.

- b) For verbal complaints for conversations that occurred with a crisis counselor at a different crisis center:
  - i) Center Staff shall direct the complainant to appropriate supervisory personnel of the Center who will gather information about the complaint, phone number of the caller used at time of contact, and date/time of contact and report the complaint to the 988 Lifeline Administrator after informing the complainant that the Center will do so, or the Center may also guide anyone with a complaint or grievance to the 988 Lifeline contact us page.
  - ii) The Center shall maintain a written record describing the nature of the complaint and forward the details within 24 hours to the 988 Lifeline Administrator via encrypted email to [988complaints@vibrant.org](mailto:988complaints@vibrant.org).
- c) The 988 Lifeline Administrator will share all written complaints or grievances received by the Administrator with the receiving center (if it can be identified). Upon receipt of the complaint information by the Center:
  - i) The Center shall respond to the 988 Lifeline Administrator, in the provided format and noted timeline of one week (or less when indicated due to urgency), of the review of the complaint any resulting actions taken by the center:
  - ii) To the extent requested by the 988 Lifeline Administrator from time to time, the Center shall provide the Administrator with material and updated information with respect to the status of any such complaint or investigation.
- d) Noteworthy media events may also fall into this category and require similar follow up to/from each Center as determined by the 988 Lifeline Administrator based on the circumstances of the event.

**Requests for Records**

Requests for records may be sent to Centers for a variety of reasons including investigations by law enforcement, attorneys, or users of the 988 Lifeline and their families. It is the responsibility of the Center to create policies and procedures for these instances. It is recommended that a Center consult an attorney to help develop these policies and procedures. The 988 Lifeline Administrator recommends a court order be required for release of contact records, except in active imminent risk situations.

**Additional Considerations**

If a Center fails to meet the policies outlined in this Agreement, the 988 Lifeline Administrator may remove the Center from routing while resolutions are made. For

violations which may be ongoing, the Administrator may work with the Center to create a Performance Improvement Plan. If the Performance Improvement Plan does not result in the required actions, the Administrator may discuss with the Center whether continued service as a 988 Lifeline Center is advisable.

### **Feedback and Testimonials**

The 988 Suicide & Crisis Lifeline recognizes the importance of feedback from people who contact the 988 Lifeline. The 988 Lifeline Administrator aims to ensure that Centers understand the significance of collecting and utilizing this information. We encourage the Center to collect feedback and experiences to be shared with the Administrator, thereby granting the Administrator and SAMHSA permission to use this information for service reports, promotional material or other purposes as determined suitable by the Administrator and SAMHSA. Any data used will not contain Personally Identifiable Information (PII). Individuals reaching out to the 988 Lifeline not only play a vital role in improving the services for others, but also provide inspiration and support to other individuals facing similar challenges by contributing to spreading awareness about the life-saving services offered by the 988 Lifeline on a broader scale. When collecting and sharing this information, the Center should ensure appropriate permissions from the individual providing the feedback/testimonial as well as ensuring appropriate measures are taken to ensure protection of PII.

## 988 Suicide & Crisis Lifeline Policy on utilizing The Network Resource Center (NRC) and Staying Current with Best Practices

PROGRAM: 988 Suicide & Crisis Lifeline  
EFFECTIVE DATE: 07/01/24  
REVIEW TERM: Two Years -- reviewed biennially  
LAST REVISION DATE: 04/02/23  
NEXT REVIEW DUE: 06/01/26

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### POLICY

The 988 Lifeline Administrator provides, free of charge to Centers, a centralized online repository of resources to support Network Centers in service delivery and alignment to the Administrator's best practices requirements and guidelines called the Network Resource Center (NRC). The Administrator will provide key resources in both English and Spanish. Training will be provided to all Centers upon joining the 988 Lifeline Network on how to access the NRC and technical support is available for Centers needing assistance to access resources on the NRC.

The Center will ensure all crisis counselors, center management, supervisors, trainers, and quality assurance staff who are authorized to answer or provide support regarding 988 Lifeline conversations are provided the log-in information to access to the Network Resource Center (NRC) and be provided orientation and instruction on how to use the resources available on the site before they begin answering and/or providing support to crisis counselors answering contacts. Orientation and instruction to be provided to all Center Staff must include: how to utilize the PSAP lookup tool, warm-transfer procedures, and interpreter services, as well as how to locate and use training information and resources providing clinical guidance.

The Center will assign a representative(s) to receive and respond to 988 Lifeline Administrator communications, and attend 988 Lifeline webinars and meetings in order to stay up to date on clinical and operational guidance from the Administrator.

### 988 Suicide & Crisis Lifeline Policy on Triaging

PROGRAM: 988 Suicide & Crisis Lifeline  
EFFECTIVE DATE: 07/01/24  
REVIEW TERM: Two Years -- reviewed biennially  
LAST REVISION DATE: 04/02/23  
NEXT REVIEW DUE: 06/01/26

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#### POLICY

The Center shall maintain policies and procedures that adhere to the 988 Lifeline Administrator's Triaging Guidance which is located on the Network Resource Center.

### 988 Suicide & Crisis Lifeline Policy on Violence and Threat Assessment

PROGRAM: 988 Suicide & Crisis Lifeline  
EFFECTIVE DATE: 07/01/24  
REVIEW TERM: Two Years -- reviewed biennially  
LAST REVISION DATE: 04/06/23  
NEXT REVIEW DUE: 06/01/26

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#### POLICY

The Center shall maintain policies and procedures for assessing and addressing contacts regarding potential violence (e.g. homicide, mass violence) consistent with the 988 Lifeline Administrator's Guidance Document for Violence Assessment and Threat Management which is located on the Network Resource Center.



### 988 Suicide & Crisis Lifeline Policy on Warm Transfers

PROGRAM: 988 Suicide & Crisis Lifeline  
EFFECTIVE DATE: 07/01/24  
REVIEW TERM: Two Years -- reviewed biennially  
LAST REVISION DATE: 04/02/23  
NEXT REVIEW DUE: 06/01/26

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#### POLICY

The Center shall maintain policies and procedures that adhere to the 988 Lifeline Administrator's Guidelines related to making and receiving warm transfers, including:

- 988 Lifeline Warm Transfer Guidance and Procedures for connecting callers to other Network Centers or subnetworks for local service connections and referrals
- Receiving External Warm Transfers From State/National Partners
- Making Referrals and Warm Transfers to External Organizations

All guidance documents listed above are located on the Network Resource Center.

### 988 Suicide & Crisis Lifeline Policy regarding No Limitations of Service

PROGRAM: 988 Suicide & Crisis Lifeline  
EFFECTIVE DATE: 07/01/24  
REVIEW TERM: Two Years -- reviewed biennially  
LAST REVISION DATE: 04/02/23  
NEXT REVIEW DUE: 06/02/26

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#### POLICY

The Center shall maintain policies and procedures that ensure that the 988 Lifeline service is open and accessible to all users.

- 1) The Center shall not ban, block or refuse to answer any 988 Lifeline callers, chatters, texters, or videophone users. Centers should have policies and procedures in place to address abusive contacts and those policies as applied to 988 Lifeline contacts must be in alignment with the Guidelines for Responding to Abusive Behavior as located on the Network Resource Center (NRC).
- 2) The Center shall place no time limits for the length of 988 Lifeline contacts unless in clinically appropriate individual circumstances outlined in Lifeline's Guidance on Familiar Contacts and/or the Lifeline's Guidelines for Responding to Abusive Behavior which are located on the Network Resource Center.

### 988 Suicide & Crisis Lifeline Policy on Sentinel Events

PROGRAM: 988 Suicide and Crisis Lifeline  
EFFECTIVE DATE: 07/01/24  
REVIEW TERM: Two Years -- reviewed biennially  
LAST REVISION DATE: 06/20/23  
NEXT REVIEW DUE: 06/20/26

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## POLICY

The purpose of this Sentinel Event Policy is to establish guidelines and procedures for identifying, reporting, reviewing, and preventing sentinel events at 988 Lifeline Centers.

## RELEVANT BACKGROUND AND DEFINITIONS

### Definition of Sentinel Event:

- A. Broadly, a Sentinel Event is an unexpected occurrence involving death, serious physical injury, or a “near miss.”
- B. In the 988 Lifeline context, Sentinel Events include, but are not limited to, 988 Lifeline interactions or 988 delay in services followed by serious injury or death.

## PROCEDURE

### Crisis Centers Reporting of Sentinel Events:

All Sentinel Event disclosures should be made to the 988 Lifeline Administrator within 24 hours of discovery by a 988 Lifeline Network Center(s) and should include as much accurate information about the Sentinel Event that is available. This must include at a minimum the 988 Lifeline Network Center(s), contact information for the individuals involved, any other relevant circumstances surrounding the incident, any contributors to the incident as understood at this stage, and any pre-identified steps being taken to prevent future occurrences. Any 988 Lifeline Center that becomes aware of a Sentinel Event has a responsibility to report the event to the Administrator promptly and accurately to [988QualityImprovement@vibrant.org](mailto:988QualityImprovement@vibrant.org) (using encryption to protect PII).

The 988 Lifeline Administrator may also become aware of a Sentinel Event via an alternate source such as the media, via a complaint/grievance or other method. In these situations, the Administrator will notify the appropriate Center and review the Sentinel Event as outlined below.

Once the 988 Lifeline Administrator is notified of the incident, SAMHSA will be notified within 24-business hours of the Administrator learning of the incident along with the Center’s state/territory (if applicable) and the Center Engagement Manager. The Center will then be provided with the Sentinel Event Report form for completion.

The Sentinel Event Report form should be completed by the Center and returned to the 988 Lifeline Administrator for review within five (5) business days of receipt. If certain events require an urgent or expedited response due to the nature of the concerns or ongoing concern for safety, the center may be required to return the completed form within 24-48 hours.

Further follow up or request for documentation and other materials may be required from the Center once the 988 Lifeline Administrator has reviewed the Sentinel Event response.

Once all requested documents are received and reviewed and approved by the 988 Lifeline Administrator, the review will then be considered completed. Any feedback or recommendations will be provided to the Center within five (5) business days of the completion of the review, as well as updates provided to SAMHSA and to the state when indicated.

Confidentiality will be maintained during the reporting process, with information shared only on a need-to-know basis and adhering to HIPAA regulations.

The 988 Lifeline Administrator will also connect the Center to ongoing support where indicated (not limited to: the 988 Lifeline Wellness Team; Standards, Training, and Practices; etc.).

Reporting of Sentinel Events to the 988 Lifeline Administrator should be done in accordance with applicable state/territory and federal regulations and requirements and should be aligned with state or territory Sentinel Event policies.

- In the event that a Center conducts its own root cause analysis, it is recommended that the Center provide this report to the Administrator.

### **Review and Analysis**

The 988 Lifeline Administrator will maintain open and transparent communication with 988 Lifeline Network Centers as appropriate during the review process. Upon receipt of a Sentinel Event report, an immediate review will be initiated by the Administrator. The goal of the review is to identify contributing factors which may exist at all levels, to include individual and systems-level contributors.

The 988 Lifeline Administrator Sentinel Event reviews undergo a multi-disciplinary approach and may include but aren't limited to representatives from relevant departments within the Administrator. 988 Lifeline Network Centers and any other relevant parties must provide all investigation documentation or records, as applicable by law and any other related policies.

**Corrective Actions, Preventive Measures, and Crisis System Review**

The 988 Lifeline Administrator recognizes the valuable contributions of its crisis counselors, and appreciates that sometimes Sentinel Events occur even when everything has been done according to 988 best practices. At times, there may be value in the provision of supportive feedback to a Center, which at times could also include a Performance Improvement Plan (PIP), to address identified areas for improvement with the intent of decreasing the likelihood of similar Sentinel Events in the future through expansions in policies, procedures, training, and monitoring. Corrective actions aim to minimize harm to individuals contacting the 988 Lifeline for emotional distress or thoughts of suicide, improve systems and processes, and enhance public safety. A comprehensive record of the Sentinel Event, the review, corrective actions, and preventive measures will be maintained by the Administrator and shared with the Center and with SAMHSA.

**ADDITIONAL CONSIDERATIONS**

Within the 988 Lifeline Quality Improvement framework, a Sentinel Event is defined as an unforeseen incident that involves an individual who has contacted the 988 Lifeline, leading to outcomes such as death (suicide or homicide), severe harm, permanent harm, or events that result in significant media coverage related to the 988 Lifeline. These incidents are not limited to 988 Lifeline interactions but may extend to situations such as violence or other threats which can impact both the 988 Lifeline's efficacy and the well-being of the individual. The term "Sentinel Event" serves as a critical signal within our 988 Quality Improvement framework, triggering immediate investigation and a systematic response to enhance the 988 Lifeline's safety and operational performance. It's essential to recognize that not all Sentinel Events within this context are the result of errors; and conversely, not all errors culminate in Sentinel Events. This highlights our commitment to proactive quality improvement measures to prevent and mitigate such events for the 988 Lifeline.

## 988 Suicide & Crisis Lifeline Suicide Safety Policy

PROGRAM: National Suicide Prevention Lifeline  
EFFECTIVE DATE: 12/27/2022  
REVIEW TERM: Two Years -- reviewed biennially  
LAST REVISION DATE: 6/27/2024  
NEXT REVIEW DUE: 5/27/2026

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### POLICY

***NOTE:** The Lifeline Suicide Safety Policy (2024) serves to replace the Lifeline Risk Assessment Standards (2007) and the Policy for Helping Callers at Imminent Risk of Suicide (2011). This policy references the Suicide Safety Policy: Supplemental Guide, available on Lifeline's Network Resource Center (NRC), here on referenced as the Supplemental Guide.*

All Lifeline crisis contact centers shall have a written policy that specifically addresses actions to be undertaken by crisis counselors in working with those at risk of suicide that is consistent with the Lifeline Suicide Safety Policy. These requirements are as follows:

#### 1. Assessment and Intervention

Crisis contact centers shall have documented policies requiring that:

- 1.1. Crisis counselors practice **active engagement** (as defined in *Supplemental Guide: Section 1*) with all Lifeline callers/chatters/texters ("contacts"), specifically those determined to be at risk of suicide, attempting suicide, or at **imminent risk of suicide** (as defined in *Supplemental Guide: Section 1*).
- 1.2. In all Lifeline conversations, crisis counselors must **ask about suicide** (see *Supplemental Guide: Section 2*).
  - 1.2.1. If an affirmative response is received to *Have you had any thoughts of suicide in the past few days, including today?*, crisis counselors must complete a safety assessment that includes the elements outlined in the Lifeline **Four Core Principles of Suicide Assessment** (FCP) ( *Supplemental Guide: Section 3*), AND is consistent with the Lifeline **Safety Assessment Model** (see *Supplemental Guide: Section 4*). This requires that:
    - 1.2.1.1. Crisis contact centers maintain a safety assessment tool that includes all elements of the FCP.

- 1.2.1.2. A safety assessment requires that all elements noted as essential elements of the FCP are explored.
  - 1.2.1.3. Elements noted as situationally specific of the FCP are explored when clinically relevant.
  - 1.2.1.4. Crisis contact centers maintain a safety planning tool consistent with the Lifeline Safety Assessment Model.
- 1.2.2. If an affirmative response is received to *Have you taken any action to harm yourself today?*, crisis counselors must **assess immediate safety** and determine if there is an **attempt in progress** (as defined in *Supplemental Guide: Section 1*) then proceed to follow the requirements in 1.3.
- 1.3. If an individual is determined to be at **imminent risk of suicide** (as defined in *Supplemental Guide: Section 1*) following a safety assessment, OR an **attempt in progress** is identified (as defined in *Supplemental Guide: Section 1*), crisis counselors must:
  - 1.3.1. Work to promote the contact's participation in securing their own safety through actively engaging the individual in efforts to increase safety.
  - 1.3.2. Work with the contact to implement the **least invasive intervention** (as defined in *Supplemental Guide: Section 1*) that can secure the safety of the individual.
  - 1.3.3. Initiate an **involuntary emergency service intervention** (as defined in *Supplemental Guide: Section 1*) only as a last resort and only if, despite attempts to de-escalate and collaborate on less invasive alternatives, the individual at **imminent risk** remains unwilling and/or unable to take action to secure their own safety or there is already an **attempt in progress**. In these cases, the request to dispatch an emergency service intervention must be undertaken with or without the caller/chatter/texter's consent.
- 1.4. Crisis counselors must work with **third-party contacts** (as defined in *Supplemental Guide: Section 1* and guidance provided in *Supplemental Guide: Section 7*) using the least invasive and most collaborative actions to best ensure the safety of an individual believed to be at imminent risk of suicide. Crisis contact center policy must include direction to make efforts to connect to the individual at risk directly.

- 1.5 When there is a request by the crisis contact center to dispatch services for emergency or urgent response, center guidelines must provide crisis counselors with information on when and how best to confirm contact was made with the person in crisis by those services. The policy must include actions to be taken when contact is unsuccessful and must also require documentation of actions taken by crisis center staff for instances in which contact could not be confirmed despite the crisis contact center's best efforts. Crisis contact centers must confirm contact by requested dispatched services in the following instances:
  - 1.5.1 All interventions that resulted in the request for the dispatch of an **emergency service intervention**.
  - 1.5.2 Any interventions that resulted in the request for the dispatch of a **mobile crisis response** (as defined in *Supplemental Guide: Section 1*) involuntarily or when an individual remains at imminent risk and the mobile crisis response is requested in order to de-escalate imminent risk.

## 2. Supervisory Support and Training

Crisis contact centers shall have documented policies requiring that:

- 2.1. **Supervisory access** ("supervisor" defined in *Supplemental Guide: Section 1*) is available during all hours of the crisis contact center's operations for timely consultation from crisis counselors when needing assistance in determining the most appropriate intervention for an individual at imminent risk of suicide. This is of particular importance when an involuntary emergency service intervention is required. Each crisis contact center's individual policy must clearly outline procedures for accessing supervisory consultation and when crisis counselors are required to do so (ideally crisis contact center procedures would direct crisis counselors to seek approval from a supervisor before requesting dispatch of an emergency service intervention).
- 2.2. All interventions that have resulted in requesting a PSAP to dispatch an emergency service intervention, either voluntary or involuntary, must undergo a **supervisory review** that includes the element listed in *Supplemental Guide: Section 5*. This must occur in a timely manner (ideally within 72 hours). When possible the crisis counselor who responded to the crisis conversation being reviewed should be included in this review, when this is not possible they must be informed of the outcome of the review.



- 2.3. All current crisis counselors, and those who supervise, support, review for quality, or train those taking 988 conversations are required to complete and pass all of the core online self-paced training courses that have been identified by the 988 Lifeline as required. These courses include information on the **Lifeline Safety Assessment Model** and **training on the use of involuntary emergency service interventions**.

- 2.3.1. All crisis contact centers responding to Lifeline Crisis Chat and Text conversations must also take the required training(s) specific for chat and text crisis conversations.

### 3. Community Engagement

In support of the requirement to provide the least invasive, most collaborative intervention, the requirement to confirm emergency service contact, and the requirement to use involuntary emergency service interventions as a last resort, Lifeline crisis contact centers are required to:

- 3.1. **Investigate alternatives to emergency service interventions** within the community. Crisis contact centers must collect information on all available local resources that could be used as alternate interventions before requesting dispatch of an emergency service intervention from a PSAP (alternatives such as mobile crisis teams), and educate crisis counselors on how to access such services. To the extent that no such alternatives exist in their coverage area, crisis contact centers must document strategies for outreach/education efforts to public/private entities to address this need (see *Supplemental Guide: Section 6*).
- 3.1.1. Should a mobile crisis response (or similar community outreach team) exist and/or serve the crisis contact center's designated service territory, a formal relationship must be developed between the crisis contact center and any such entities, such as an MOU. This formal relationship should include agreement between entities on the goal of the collaboration, the roles and responsibilities of each collaborator (or agency), and the protocols for intervention and/or support for crisis contact center contacts (if a formal relationship cannot be put into place, the crisis contact center must provide documentation of efforts to secure a formal relationship).
- 3.2. **Establish collaborative relationships with emergency service providers** in the community. This should include, at a minimum, establishing a formal relationship with the closest local public safety answering point (PSAPs/911 centers, tribal emergency responders) to establish cooperative relationships and protocols for working together (if a formal relationship cannot be put

into place, the crisis contact center must provide documentation of efforts to secure such an arrangement). Crisis contact centers should also work to establish formal or informal collaborative relationships to the extent possible with all PSAPs in the crisis contact center's service territory, as well as with other local emergency services providers. Lifeline centers must submit proof of the formal collaborative relationship with their local PSAP (see *Supplemental Guide: Section 9*).

### 988 Suicide & Crisis Lifeline User Tenets Policy

PROGRAM: 988 Suicide & Crisis Lifeline  
EFFECTIVE DATE: 07/01/24  
REVIEW TERM: Two Years -- reviewed biennially  
LAST REVISION DATE: 04/02/23  
NEXT REVIEW DUE: 06/01/26

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#### POLICY

The Center shall maintain written policies that specifically address service delivery to 988 Lifeline callers/chatters/texters/videophone users that is consistent with the following 988 Lifeline User Tenets.

988 Lifeline contacts have a right to expect the following from their interactions with the Lifeline:

1. Individuals seeking support from the 988 Lifeline do not have to provide their name, age/DOB (date of birth), sex, ethnicity, race, citizenship status, or any other identifying information to receive crisis intervention services.
  - a. They may voluntarily share pieces of this information during the course of providing context for their presenting concerns.
  - b. They can voluntarily provide this information to a crisis counselor with appropriate, documented consent to assist in connection to secondary resources and referrals that may help them with issues discussed in their contact with the 988 Lifeline.
  - c. Services cannot be denied based on provision of identifying information.
2. Individuals seeking support from the 988 Lifeline have the right to expect: to receive crisis intervention counseling and emotional support during their interaction; crisis counselor adherence to the 988 Lifeline Safety Assessment model; and that the primary purpose of their conversation with the 988 Lifeline is not an intake or screening for another service or program.
  - a. 988 Lifeline contacts may not be refused service, or asked to call back later, or call another line or otherwise be screened out of an interaction for not having current thoughts of suicide.
3. Individuals seeking support from the 988 Lifeline have a right to consent or decline referrals to any secondary services they might be offered during their contact with the 988 Lifeline.
  - a. Exceptions may occur for some mobile crisis and emergency service interventions for Imminent Risk or Attempt in Progress situations (Please see 988 Suicide & Crisis Line Suicide Safety Policy).

- b. Individuals seeking support from the 988 Lifeline have the right to consent or decline enrollment in any short-term safety support calls and any formal Follow-up Programs with a 988 Lifeline Center.
  - c. The 988 Lifeline may reach out to callers without direct consent who disconnect suddenly in accordance with the guidance provided in the 988 Lifeline Administrator's Hang-Ups and Disconnections Guidance Document which is located on the Network Resource Center, or in cases of Network-wide technological disruption to service, where a notification of service restoration and invitation to re-connect may be offered.
  - d. Centers must comply with HHS, SAMHSA and 988 Lifeline Administrator policies for privacy, confidentiality, and disclosure of personally identifiable information.
- 4. Individuals seeking support from the 988 Lifeline have the right to expect identifying information about their contact with the 988 Lifeline will not be shared outside the 988 Lifeline (including to funders) without their consent:
  - a. Except when imminent risk of harm to self or others is present and cannot be de-escalated safely during the conversation.
    - i. The only information shared should be relevant to providing emergency intervention to a person in a life-threatening situation
  - b. Individuals seeking support from the 988 Lifeline can expect that aggregate data and reports from 988 Lifeline Centers can be shared with funders, stakeholders and the community to help illustrate the types of needs, resources and funds that are needed to better support the community at large. In addition, non-identifying, disaggregated demographic data may be utilized in accordance with state and federal privacy laws for the purpose of improving the resourcing and provision of crisis services.
  - c. The 988 Lifeline Administrator does partner with university-based researchers for evaluation of Lifeline services. These evaluations have been central to improving the quality of Lifeline's service for nearly two decades, as well as establishing standards of effective care for crisis hotlines nationally and internationally. All of the research and evaluations are conducted following strict research and data protocols established by the research institutions to protect the privacy of callers, chatters, texters, and videophone users, and to ensure ethical research procedures are followed.
- 5. Individuals seeking support from the 988 Lifeline are not charged by the Center for these 988 services except:
  - a. In the relatively rare circumstances where a 988 Lifeline Center wishes to receive financial reimbursement for their services from Medicaid or other insurance programs to allow them to sufficiently fund their service, they must obtain and document consent from the person before attempting to do so and explicitly explain the reason behind any identifying information the center is collecting for this use.

- b. The 988 Lifeline Administrator strongly encourages insurance/Medicaid payment be based on population/penetration rate information whenever possible rather than utilizing individually identified information for reimbursement.
- c. Individuals seeking support from the 988 Lifeline may be billed for urgent/emergency services that may result (with or without their express consent) from their conversations with the 988 Lifeline, such as mobile crisis services, ambulance transport, or hospital evaluation/stays. Additionally if an individual seeking support from the 988 Lifeline voluntarily accepts a referral for other services outside of the crisis conversation (such as outpatient mental health counseling, etc.), those services may come with fees to the individual. Crisis counselors must be transparent about any known fees when offering referrals/linkages to other services, even within their own parent organizations, and service users should have the right to opt out of receiving those services if they choose (excepting emergency service intervention if required following the 988 Lifeline's Suicide Safety Policy).

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