

## NETWORK AGREEMENT

This Network Agreement (this “Agreement”) is made as of the XXth day of XXX, 2019, by and between Vibrant Emotional Health (the “Administrator”) and (the “Center”).

### RECITALS:

WHEREAS, the Administrator is the administrator of the National Suicide Prevention Lifeline Network (the “Network”), in accordance with a grant (the “Grant”) issued to the Administrator by the United States Substance Abuse and Mental Health Services Administration (“SAMHSA”);

WHEREAS, the Center desires to serve as a participating crisis intervention center within the Network; and

WHEREAS, the Administrator and the Center desire to set forth their mutual rights, duties and obligations regarding the participation of the Center in the Network.

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) The Center shall operate a crisis intervention hotline (the “Lifeline”) within the Network. The Lifeline shall be connected to a toll-free telephone number administered and maintained by the Administrator. Through the Lifeline, the Center shall respond to callers (the “Callers”), attempt to prevent threatened suicides and de-escalate crisis situations. In addition, the Center shall provide Callers with information relating to community resources.

(b) The specific geographic coverage area of Lifeline calls to be directed to the Center shall be as set forth on Exhibit 1(b)(i), annexed hereto and made a part hereof, (the “Designated Area”). The Center shall respond to Callers within the Designated Area, and make referrals to community resources within the Designated Area to the extent deemed appropriate by the Center. Unless otherwise set forth on Exhibit 1 (b) (ii), the Center shall operate the Lifeline twenty-four hours a day, seven days a week. The telephone number to be utilized by the Center for incoming Network calls are set forth on Exhibit 1(b) (iii) annexed hereto and made a part hereof. Upon notice, the Administrator or the Center 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. The Administrator shall provide prior notice to the Center of any such modification.

(c) 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 performance by the Center under this Agreement or the ability of the Center to satisfy its duties and obligations hereunder.

(d) In connection with its participation in the Network and its performance hereunder, the Center shall comply with: (i) all policies and procedures that are developed by the Administrator and set forth in Attachment I, annexed hereto and made a part hereof, as may be modified by the Administrator, in its sole discretion, from time to time in accordance with the procedure set forth below (the “Policies”); (ii) all federal, state and local statutes, rules, regulations and ordinances applicable to the Center and its operations and services, as may be modified from time to time by the applicable legislation or agency; and (iii) all requirements of governmental authorities applicable to the Center and its operations and services, as may be modified from time to time by the applicable governmental authorities, in the sole and absolute discretion of the applicable authority. Any modification to the Policies made by the Administrator as provided for in (i) above 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 the Administrator in its sole and absolute discretion, then the foregoing notice requirement shall not apply. The Center shall cooperate with the Administrator with respect to compliance with any requests or requirements of governmental agencies or 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.

(e) 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 Callers, and the Center shall adhere to such 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 Callers determined to be a danger to themselves or to others (as described in the Section IV of the Policies).

(f) 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 Callers and the manner in which the Center responds to Callers. 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.

## 2. Role of the Administrator.

(a) The Administrator shall coordinate the Network by arranging for and optimizing Network coverage, maintaining the technical infrastructure of the Network (including the call routing system), providing technical and other support to the Center and other Participating Centers, and enhancing communications among Participating Centers. From time to time, the Administrator shall also provide, or make available, training opportunities to the Center and other Participating Centers. 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 Lifeline.

(b) Without limiting any other provision of this Agreement (including the provisions of Section 1(e) above), the Administrator shall develop, and share with the Center and other

Participating Centers, criteria, such as best practices standards, applicable to the receipt and processing of Lifeline calls and participation in the Network.

(c) The Administrator shall establish a Network Steering Committee, a Consumer Survivor and Standards Training & Practices Subcommittee of the Network Steering Committee which shall be responsible for reviewing and making recommendations to the Administrator regarding various aspects of Network and Participating Center operations. Representatives of the Center and other Participating Centers will be eligible candidates to serve on these committees. The Administrator may in its discretion establish other committees, subcommittees and work groups in the furtherance of the activities and goals of the Network.

(d) The Administrator shall coordinate, or cause to be coordinated, communications, discussions and joint activities between and among the 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) The Administrator shall provide or otherwise make available to the Center monthly information summarizing the number of Lifeline calls being forwarded to the Center through the Network. The Administrator 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 the Administrator in its sole and absolute discretion.

### 3. Additional Services.

(a) 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 one or more statements of work and attached hereto (each, a “Statement of Work”) and identified on Schedule 1 hereto (the “Statement of Work Schedule”), which may be amended from time to time by the parties as evidenced by the delivery and acceptance of a new Statement of Work Schedule. Each Statement of Work will be separately executed and, when so executed, shall become a part of this Agreement. Terms and conditions in any Statement of Work shall supersede any conflicting terms and conditions in this Agreement solely with respect to the specific services and functions described therein.

(b) The parties acknowledge and agree that: (i) the services to be provided by the Center under this Agreement and any Statement of Work are limited to call center, chat, and online communication services provided by the Center in connection with the Lifeline; (ii) any services not specifically identified herein or any Statement of Work, 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 to Callers by the Center.

### 4. Representations.

(a) The Center hereby represents and agrees that it currently satisfies the Network credentialing criteria set forth in Section VIII of the Policies and shall continue to satisfy such

criteria throughout the term of this Agreement. Upon request by the Administrator, the Center promptly shall provide to the Administrator documentation, in form reasonably acceptable to the Administrator, evidencing compliance with this Section 4(a). In the event the Center fails to comply with the credentialing requirements of this Agreement, the Center immediately shall provide notice of such noncompliance to the Administrator. In the event the Center does not satisfy the credentialing criteria as of the date hereof, the provisions of Exhibit 4(a) attached hereto shall apply and be incorporated herein by reference; provided that the parties have initialed the pages of such Exhibit.

(b) Each party represents and covenants that: (i) this Agreement is a valid and binding agreement of the party enforceable in accordance with its terms; (ii) the party is duly authorized to enter into this Agreement and to satisfy its duties and obligations hereunder, and maintains any and all governmental approvals necessary in connection therewith; and (iii) the execution, delivery and performance of this Agreement by the party does not and shall not conflict with, or constitute a breach of or default under, the provisions of any other agreement to which the party may be bound.

5. Stipend.

(a) In order to assist the Center in serving as a crisis center within the Network and performing under this Agreement, the Administrator shall pay to the Center, during each federal contract fiscal year (October 1 – September 30) an annual stipend (“Stipend”) in an amount to be determined which will be prorated, as applicable, during the first year of the term of this Agreement in accordance with the date upon which the Center begins to serve as a Participating Center hereunder, in an amount and manner set forth in the Section VI of the Policies, to the extent funding for Stipends to Participating Centers is expressly made available to the Administrator under the Grant. Consideration in respect of services performed under any Statement of Work shall be set forth therein. Notwithstanding any other provision of this Agreement, payment of the Stipend shall remain contingent upon compliance by the Center with the terms and provisions of this Agreement, and the Administrator shall not be obligated, in any manner whatsoever, to pay any Stipend following any expiration or termination of this Agreement. The parties acknowledge and agree that the Stipend shall be utilized by the Center to offset costs incurred by the Center in connection with its performance hereunder. The parties acknowledge and agree that, other than with respect to the Stipend and consideration payable under a Statement of Work as described above, neither party shall be obligated to pay any amounts to the other as compensation for the performance of any of the respective services, duties or obligations described in this Agreement.

6. Respective Responsibilities.

(a) 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. In connection therewith, 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) The Administrator 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 in-bound toll-free calls from Callers. The Center shall not incur any costs or expenses, in excess of the amount of any applicable Stipend, in connection with the acceptance by the Center of calls to the Lifeline through the Network.

## 7. Term and Termination.

(a) This Agreement shall commence as of the date set forth on the first page of this Agreement (the "Commencement Date") and shall continue in effect from the date first set forth above through September 30, 2019, unless earlier terminated in accordance with the further provisions of 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) 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.

(c) 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.

(d) The Administrator 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 the Administrator, to sustain the activities, operations or mission of the Network, or (iii) a request for such termination by any governmental agency or authority.

(e) The term of any Statement of Work shall be set forth therein; provided, however, that each such Statement of Work shall also terminate immediately upon the termination of this Agreement pursuant to this Section 7.

## 8. Use of Names.

(a) The Administrator shall not utilize or disseminate the name of the Center, or any other information or materials identifying the Center, without the prior written consent of the Center; provided, however, that the Administrator may utilize or disseminate the name, address and telephone number of the Center, and a brief description of the Center and the services typically

provided by the Center, in connection with the marketing, informational, research, promotional, operational or other activities or materials of the Administrator in furtherance of the Grant, and any renewals or extensions thereof, or the Network.

(b) The Center shall not utilize or disseminate the name of the Administrator or the Network, or any other information or materials identifying the Administrator or the Network, without the prior written consent of the Administrator; provided however, that to the extent consistent with the Policies (including, without limitation, any Policies applicable to the use of logos or graphics involving the Network), the Center may refer to its status as a Participating Center in connection with its marketing, informational, or promotional activities.

#### 9. Insurance and Indemnification.

(a) 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 to Callers and online users by the Center. Such insurance and the applicable carrier(s) shall be reasonably acceptable to the Administrator. 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 Section VII of the Policies. Copies of such policies, or other reasonable evidence of the existence and terms of coverage, shall be provided to the Administrator annually.

(b) The insurance described in Section 9(a) 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) The Center shall indemnify and hold harmless the Administrator, and the members, directors, officers, agents, employees, contractors and representatives of the Administrator, 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 actions or omissions 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) The Administrator shall indemnify and hold harmless the Center, and the members, shareholders, directors, officers, agents, employees, contractors and representatives of the Center, 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 Administrator, or any of its members, directors, officers, employees, agents, contractors or representatives, in connection with the Administrator's obligations hereunder, (ii) any breach or default by the Administrator of any of the terms or provisions of this Agreement, and (iii) any misrepresentation by the Administrator hereunder.

10. Confidentiality.

(a) 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 the Administrator.

(b) 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 Caller or online user 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 (such information, “Caller Confidential Information”). All Caller 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 Caller or online user. Notwithstanding the foregoing, the Center may disclose Caller 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 Caller or online user of prior written notice specifying the circumstances surrounding the proposed disclosure, for the purpose of permitting the Caller to object to the disclosure).

(c) The parties acknowledge and agree that: (i) any breach by a party of the foregoing provisions of this Section 10 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 10 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 9 shall survive the expiration or termination of this Agreement for any reason.

11. Miscellaneous.

(a) Assignment; Transfer. This Agreement shall be binding upon and shall inure 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 the Administrator has consented to such an assignment or delegation by the Center, then the parties shall execute a consent in the form of Exhibit 11(a) (i) hereto. If the Center proposes to change its name, then the Center shall execute and deliver a notice to the Administrator in the form of Exhibit 11(a) (ii) hereto. The Administrator 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 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 Statements of Work, 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 expressly referenced in 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.

*[Signature page to follow]*

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

The Administrator: Vibrant Emotional Health

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

Name: (b)(6)

Title: (b)(6) Vibrant Emotional Health

Address: 50 Broadway, 19<sup>th</sup> Floor  
New York, New York 10004

The Center:

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

Name:

Title:

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

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

*(if different from above)* \_\_\_\_\_

\_\_\_\_\_

**SCHEDULE I**

**Statements of Work and SightMax Memorandum of Understanding**

*Set forth below is a list of all Statements of Work and the SightMax Memorandum of Understanding which may be applicable to this Agreement. A Statement of Work shall be incorporated into this Agreement only if (i) a check mark appears next to the title of such Statement of Work on the list below; (ii) the parties execute the applicable Statement of Work; and (iii) the Administrator attaches such Statement of Work to this Agreement.*

- Disaster Distress Helpline Core Region Call Centers
- Disaster Distress Helpline Core Region Call Centers (with Spanish)
- Disaster Distress Helpline Core Region Text Centers
- Disaster Distress Helpline Core Region Text Centers (with Spanish)
- Disaster Distress Helpline TTY
- Facebook Chat
- Lifeline Crisis Chat Core Centers
- Lifeline Crisis Chat Non-Core Centers
- Lifeline National Backup Centers
- Lifeline National Backup Centers (with White House Letters)
- Social Media Moderation
- NFL Lifeline Primary Center
- NFL Lifeline Backup Center
- Spanish Subnetwork
- Veterans Amendment
- Veterans Crisis Line Backup Centers
- SightMax MOU

**ATTACHMENT I**  
**Policies and Procedures**

*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.*

**I. Provision of Resource Referrals to Callers**

- A. The Center shall maintain written guidelines (the “Center Guidelines”) that specifically address:
1. The manner in which the Center shall respond to and assist Callers determined by the Center to be a danger to themselves or to others. With respect to such Callers, the Center Guidelines, without limitation, shall provide:
    - a) For the conduct of a lethality assessment of the applicable risk level;
    - b) Procedures applicable to the dispatch of rescue personnel, including, without limitation, in those instances where a Caller refuses to volunteer cooperation; and
    - c) Procedures applicable to follow-up with the Caller.
  2. The provision of resource referrals.
  3. The Center shall engage in best efforts to:
    - a) Maintain written agreements with such community organizations, facilities and health care providers as may be necessary;
    - b) Ensure the existence of linkages and coordination of care with respect to callers in crisis; and
    - c) Provide that, as applicable, Callers be given an appropriate array of options with respect to treatment, 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.

**II. Quality Assurance**

- A. The Center shall engage in best efforts to respond promptly to Lifeline calls within six rings, and shall not interfere with the Administrator's ability to pull back calls (and re-direct to the applicable Network back-up Center), unless the Center utilizes a call queuing system or any system that results in Lifeline calls being answered by a machine before actual Center Staff, in which case the Center

must notify the Administrator and submit the following call data monthly, or as otherwise requested by the Administrator:

1. Average time to answer during each given month;
  2. Lifeline calls received during each given month; and
  3. Lifeline calls abandoned during each given month.
- B. The Center is required to maintain a distinctive crisis call center operation with the capacity to identify, receive and respond to Lifeline calls, preferably 24/7. The crisis call center operation must maintain its own guidelines and training protocols and have dedicated staff and/or volunteers and an administration that is responsible for the oversight of the crisis call center operation.
- C. The Center shall not:
1. Utilize an answering service or cellular telephones to answer incoming Lifeline calls;
  2. 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;
  3. Forward incoming Lifeline calls to a third party; or
  4. Allow Lifeline calls to be answered by a receptionist or any Center Staff not trained to assist Callers.
- D. 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 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, all intended to promote continuous improvement.

### **III. Grievances and Complaints**

- A. The Network strives to ensure that all Callers are treated in a professional and respectful manner. To this end, the Center shall have a grievance or complaint policy in place.
1. For verbal complaints by Callers (or their representatives, as applicable):
    - a) Center Staff shall direct Callers to appropriate supervisory personnel of the Center;
    - b) Supervisory Center Staff, following their initial response to such a verbal complaint, shall ask the Caller (or the Caller's

representative, as applicable) whether the complaint has been resolved to the satisfaction of the Caller;

- c) If the complaint was so resolved, then the Center shall maintain a written record describing the nature of the complaint and its resolution;
- d) If the complaint was not so resolved, then the Center shall direct the Caller to submit a written complaint to the appropriate supervisory personnel of the Center, describing in detail the nature of the complaint.

2. For written complaints or grievances from or on behalf of a Caller, or upon receipt by the Center of knowledge of any investigation, action or proceeding (each, an “Action”) relating to a Caller or to services provided by the Center to a Caller:

- a) The Center shall promptly notify the Administrator, in writing, of the existence of such complaint or Action. Such notice shall include:
  - (i) A copy of any written complaint or any written documentation relating to the Action; and
  - (ii) A specific description of the underlying facts and circumstances and the manner in which the Center is responding, or proposes to respond, to the complaint or Action.
- b) To the extent requested by the Administrator from time to time, the Center shall provide the Administrator with material, updated information with respect to the status of any such complaint or Action.
- c) As applicable, the Center shall also provide the Administrator with a written description of the ultimate disposition or resolution of the complaint or Action.
- d) In the event the Administrator receives notice of a material complaint or Action regarding the Center, the Administrator shall provide the Center with a written description of the nature of the complaint or Action, and copies of any written materials provided by the Caller or documenting the Action.

#### **IV. Suicide Risk Assessment and Imminent Risk**

##### **A. Suicide Risk Assessment**

1. The Center Guidelines shall require that all Callers be asked about suicidality. Appendix 1, annexed hereto and hereby made apart hereof, sets forth the recommendations of the Administrator for a Center's approach to asking Callers about suicidality.
2. If the Caller responds affirmatively when asked about suicidality, the Center Guidelines shall direct the Center Staff to conduct a more complete analysis of risk consistent with the Lifeline's Suicide Risk Assessment Standards set forth in Appendix 2, annexed hereto and hereby made a part hereof.
3. The Center shall maintain and utilize a suicide risk assessment instrument that incorporates the principles and subcomponents of the Lifeline's Suicide Risk Assessment Standards. The Center shall submit its suicide risk assessment instrument and Center Guidelines to the Administrator upon its application to the Network or upon request by the Administrator.

##### **B. Imminent Risk**

1. Center Guidelines shall direct Center Staff to actively engage Callers and initiate any and all measures necessary—including Active Rescue (as defined in Appendix 3, annexed hereto and hereby made a part hereof)—to secure the safety of Callers determined to be attempting suicide or at Imminent Risk of suicide. Specifically, Center Guidelines shall direct Center Staff to:
  - a) Practice Active Engagement (as defined in Appendix 3) with Callers determined to be attempting suicide or at Imminent Risk of suicide (as defined in Appendix 3) and make efforts to establish sufficient rapport so as to promote the Caller's collaboration in securing his/her own safety, whenever possible.
  - b) Use the least invasive intervention and consider involuntary emergency interventions as a last resort, except for in circumstances as described in IV(B)(1)(c) below. As such, Center Staff shall:
    - (i) Seek to collaborate with individuals at Imminent Risk (as recommended in Appendix 4, annexed hereto and hereby made apart hereof); and
    - (ii) Include the individual's wishes, plans, needs, and capacities towards acting on his/her own behalf to reduce his/her risk of suicide, wherever possible.

- c) Initiate life-saving services for attempts in progress. As such, to the degree it is evident to Center Staff that a suicide attempt is in progress, whether the information is gathered directly from the person at risk or someone calling on his/her behalf, Center Guidelines shall direct Center Staff to undertake procedures to ensure that the individual at risk receives emergency medical care as soon as possible. While Center Staff should make reasonable efforts to obtain the at-risk individual's consent to receive such services wherever possible, Center Guidelines shall not require that the individual's willingness or ability to provide consent be necessary for Center Staff to initiate medically necessary rescue services.
- d) Initiate Active Rescue (as defined in Appendix 3) to secure the immediate safety of the individual at risk, up to and including calling an emergency service provider, if, in spite of the Center Staffs best efforts to engage the at-risk individual's cooperation, he or she:
  - (i) Remains unwilling and/or unable to take such actions likely to prevent his/her suicide; and
  - (ii) Remains at Imminent Risk.
- e) Practice Active Engagement with persons calling on behalf of someone else (“Third Party Callers”) towards determining the least invasive, most collaborative actions to best ensure the safety of the person believed to be in the process of a suicide attempt or at Imminent Risk of suicide (up to and including Active Rescue, as a last resort). Appendix 5, annexed hereto and hereby made a part hereof, sets forth recommended procedures for Third Party Callers reporting Imminent Risk, and Appendix 6, annexed hereto and hereby made a part hereof, provides recommendations for working with Third Party Callers who wish to remain anonymous.
- f) Center Guidelines shall direct Supervisory Staff (as defined in Appendix 3) to be available to Center Staff during all hours of the Center's operations for timely consultation from Center Staff needing assistance in determining the most appropriate intervention(s), including Active Rescue, for any individual who may be at Imminent Risk of suicide. Center Guidelines shall describe the circumstances under which supervisory consultation shall be sought as well as the process by which Center Staff shall contact Supervisory Staff.
- g) In order to enable its Active Rescue efforts, the Center shall maintain Caller I.D. or some other method of identifying the



Caller's location that is readily accessible to Center Staff in real time (i.e., during the call). The Real Time Caller ID tool on the Administrator's Network Resource Center site may be used in order to fulfill this requirement.

- h) In cases in which the Center initiates Active Rescue, and in which local emergency service providers are willing and able to provide such confirmation, Center Guidelines shall direct Center Staff to confirm (as per the recommendations set forth in Appendix 7, annexed hereto and hereby made a part hereof) that such emergency services have successfully made contact with the at-risk individual. If the Center reports that local emergency service providers are unwilling or unable to offer confirming information to the Center, the Center shall provide documentation (as described in Appendix 8, annexed hereto and hereby made a part hereof) to the Administrator demonstrating its efforts to collaborate with local emergency service providers.
- i) To the degree that Center Staff have confirmed that emergency response services initiated by the Center were unsuccessful in making contact with the individual at Imminent Risk, Center Guidelines shall direct Center Staff to take additional steps (as per the recommendations set forth in Appendix 7) to address the safety needs of the at-risk individual.

- 2. The Center shall establish collaborative relationships with one or more emergency service providers in its community (as described in Appendix 9, annexed hereto and hereby made a part hereof) and submit proof of said relationships (as described in Appendix 9) to the Administrator upon its application to the Network or upon request by the Administrator.

## **V. Training**

- A. Training of Center Staff shall include review and discussion of the applicable provisions of these Policies and the Center Guidelines.
- B. The Center shall provide training for all Center Staff (prior to their responding to calls) consistent with Center Guidelines for providing quality service to Callers. The Center shall provide ongoing in-service training for Center Staff at intervals deemed sufficient by Center Guidelines for ensuring continuous quality service.
- C. The Center shall have Center Guidelines which require supervision of Center Staff so as to ensure ongoing quality service for all Lifeline calls.

## **VI. Stipend**

- A. Subject to the conditions set forth in the Network Agreement, and the exceptions set out immediately below, the Administrator shall pay to the Center an annual Stipend in an amount to be determined each federal contract fiscal year.
1. The timing of the payment of the Stipend shall remain in the sole and absolute discretion of the Administrator.
  2. The Stipend shall be utilized by the Center to offset costs incurred by the Center in the performance of its obligations under the Network Agreement. Examples of allowable cost include those relating to:
    - a) Accreditation or re-accreditation,
    - b) Telephone or internet usage,
    - b) Certification fees,
    - c) Training fees,
    - d) Staffing, and
    - e) Computer equipment and software.

## **VII. Insurance**

- A. As demonstration of fiscal stability, and to ensure that Centers are protected, the Administrator requires 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.
1. The Center shall maintain general and professional liability insurance applicable to its operations.
  2. Coverage for the actions and omissions of the Center as a participant in the Network and coverage with respect to services to be rendered to Callers by the Center.
  3. Such insurance shall be in amounts not less than \$1 million per occurrence and \$3 million in the aggregate, unless otherwise approved by the Administrator.
  4. Copies of such policies, or other reasonable evidence of the existence and terms of coverage, shall be provided to the Administrator annually.

## VIII. Administrative Standards

- A. The Center shall obtain and maintain certification from one of the organizations identified in Appendix 10, annexed hereto and hereby made a part hereof (“Certification”). During the application process, the Center shall submit to the Member Services Division, the following documents (“Certification Document”) relating to the Certification:
1. A copy of the certificate, and
  2. A copy of the letter provided by the certifying organization stating dates of Certification.
- B. The Center shall maintain Certification throughout the term of the Network Agreement.
1. Upon renewal of Certification, the Center shall re-submit Certification Documents to the Standards, Training & Practices Division of the Administrator.
  2. If the Center does not renew Certification prior to the expiration of the Network Agreement, the Center shall have five (5) months to obtain Certification following any renewal of the Network Agreement.
  3. If the Center fails to renew Certification within five (5) months of a renewal of the Network Agreement, then the Network Agreement shall be terminated pursuant to Section 7(d) (ii).
- C. For purposes of ensuring the managerial and fiscal stability of the Center, the Center shall, upon request of the Administrator, submit to the Administrator:
1. Documentation setting forth its governance and management structure and organization;
  2. Documentation regarding its fiscal accountability controls and measures;
  3. Written policies and procedures that address:
    - a) Human resources (e.g., personnel records, job descriptions),
    - b) Hiring and firing of agency personnel,
    - c) Supervision/training of agency personnel,
    - d) Code of ethics (e.g., policies of nondiscriminatory recruitment, staff/client relations), and
    - e) Grievance and appeals process for persons served by the agency.

4. Documentation of ongoing quality assurance/quality improvement mechanisms such as:
  - a) Program Evaluation (e.g., activities designed to assure adequate service to callers with measurable outcomes).

## **IX. Call Log**

- A. In order to collect important national statistics, the Administrator may require that the Center document Lifeline calls. Without limiting the foregoing, the Center shall make best efforts to document basic information (the “Call Log”) regarding certain Callers, including, without limitation:
  1. Date, time and reason for call;
  2. Age, gender, ethnicity, race, and zip code or location of residence of Caller;
  3. What prompted the call, Caller's mental health/substance abuse treatment history, call's relationship to disaster (if any), number of referrals provided and whether the caller required emergency outreach services; and
  4. To the extent applicable, the manner in which the Caller learned of the Network.
- B. At regular intervals of time specified by the Administrator, the Center promptly shall provide such data with respect to the foregoing as may be requested by the Administrator, provided that such data may first be de-identified by the Center.
- C. The Center shall maintain any and all call records for a period of three (3) years or such longer amount of time as may be required by applicable statutes or regulations.
- D. the Center shall submit to the Administrator Call Logs in a format approved by the Administrator:

## APPENDIX 1

### Recommendations for an Approach to Asking Lifeline Callers about Suicidality

Are you thinking of suicide?

Have you thought about suicide in the last two months?

Have you ever attempted to kill yourself?

The Standards, Training & Practices Subcommittee recommends that Center Staff ask a minimum of three “prompt questions” (listed above) which address current suicidal desire, recent (past two months) suicidal desire, and past suicide attempts. An affirmative answer to any or all of the above shall require that the Center Staff conduct a full suicide risk assessment with the Caller consistent with the core principles and subcomponents of the Lifeline's Suicide Risk Assessment Standards (Appendix 2).

For detailed rationale regarding the above recommendations, see page 16 of the Background Paper, *Established Standards for the Assessment of Suicide Risk among Callers to the National Suicide Prevention Lifeline*.

**APPENDIX 2**

**Suicide Risk Assessment Standards**  
**Core Principles and Subcomponents**

The standards below are guidelines for the Center as to the minimum requirements for the core principles and subcomponents of the Center's suicide risk assessment instrument. The Center can use its own suicide risk assessment instrument as long as all of the core principles and subcomponents are incorporated. When conducting a full suicide risk assessment, the Center Staff shall know about these areas in reference to the Caller (i.e., it is not expected that the Center Staff ask about each component directly).

<b>SUICIDAL DESIRE</b>	<b>SUICIDAL CAPABILITY</b>	<b>SUICIDAL INTENT</b>	<b>BUFFERS/CONNECTEDNESS</b>
Suicidal Ideation • Killing self and/or others	History of suicide attempts	Attempt in progress	Immediate supports
	Exposure to someone else's death by suicide		
Psychological pain	History of/current violence to others		Social supports
Hopelessness	Available means of killing self/ other	Plan to kill self/other • Method known	Planning for the future
Helplessness	Currently intoxicated		Engagement with helper • Telephone worker
Perceived burden on others	Substance abuse		Ambivalence for living/dying
Feeling trapped	Acute symptoms of mental illness, for example: • Recent dramatic mood change • Out of touch with reality	Preparatory behaviors	Core values/beliefs
Feeling intolerably alone	Extreme agitation/rage, for example: • Increased anxiety • Decreased sleep	Expressed intent to die	Sense of purpose

## APPENDIX 3

### Definition of Key Terms

**Imminent Risk:** A Caller is determined to be at imminent risk of suicide (“Imminent Risk”) if the Center Staff responding to the call believes, based on information gathered during the exchange from the person at risk or someone calling on his/her behalf, that there is a close temporal connection between the person's current risk status and actions that could lead to his/her suicide. The risk must be present in the sense that it creates an obligation and immediate pressure on Center Staff to take urgent actions to reduce the Caller's risk; that is, if no actions are taken, the Center Staff believes that the Caller is likely to seriously harm or kill him/herself. Imminent Risk may be determined if an individual states (or is reported to have stated by a person believed to be a reliable informant) both a desire and intent to die and has the capability of carrying through his/her intent (see National Suicide Prevention Lifeline Suicide Risk Assessment Standards Packet for further clarification).

**Active Engagement:** Intentional behaviors undertaken by Center Staff to effectively build an alliance with Callers at Imminent Risk towards mutual understanding and agreement on actions necessary to successfully reduce Imminent Risk or accept medical interventions when the person is in the process of a suicide attempt. “Active” refers to intentional behaviors of the Center Staff to positively affect the Caller's mood, thoughts and/or behavior towards reducing Imminent Risk, as opposed to “passive” behaviors designed to let Callers at Imminent Risk lead themselves to their own conclusions about what to do or not do. “Engagement” refers to effectively building an alliance with the Caller at Imminent Risk, often evidenced by: the degree to which a Caller expresses feeling understood by the responder; and/or a mutual agreement towards actions necessary to reduce the individual's Imminent Risk, such as the Caller accepting help if he/she is in the process of a suicide attempt. According to this definition, Active Engagement is staff behavior that seeks to collaborate with and empower the Caller towards securing his/her own safety, or the safety of the person he/she is calling about. Active Engagement is typically necessary for both a comprehensive, accurate assessment of a Caller's suicide risk as well as for collaborating on a plan to maintain the Caller's safety.

**Active Rescue:** Actions undertaken by Center Staff that are intended to ensure the safety of individuals at Imminent Risk or in the process of a suicide attempt. “Active” refers to the Center Staff's initiative to act on behalf of individuals who are in the process of an attempt or who are determined to be at Imminent Risk, but who, in spite of the helper's attempts to actively engage them, are unwilling or unable to initiate actions to secure their own safety. “Rescue” refers to the need to provide potentially life-saving services. Center Staff should only undertake such initiative without the at-risk individual's expressed desire to cooperate if they believe that without this intervention the individual is likely to sustain a life-threatening injury.

**Supervisory Staff:** Center Staff who regularly act in a managerial and/or training capacity and who have knowledge of the Center's most current policies and procedures related to helping Callers at Imminent Risk of suicide. Such personnel might include Center directors, training coordinators/supervisors, shift supervisors, or other staff position(s) consistent with the spirit of this definition. Peers (colleagues with no other official designation or routine role as staff supervisor or trainer) acting as consultants are not alone sufficient to meet this requirement.

## APPENDIX 4

### Examples of Recommended Intervention Measures for Callers at Imminent Risk

**Examples of recommended approaches for staff in helping Callers at Imminent Risk include, but are not limited to:**

- Obtaining agreement from the Caller to take actions on his/her own behalf that immediately reduce Imminent Risk (i.e., intent to die in the immediate sense is diminished and replaced by actions and plans intended to enhance the Caller's personal care and safety);
- Obtaining agreement from a significant other as well as from the Caller that said significant other will intervene towards better assuring the safety of the Caller;
- Obtaining agreement from the Caller to participate in a three-way call with a professional currently treating the Caller, thus returning responsibility to the primary professional overseeing the Caller's ongoing care. Such interventions are most effective in ensuring ongoing safety when Center Staff completely explain to the treatment professional why the Caller has been assessed to be at Imminent Risk;
- Obtaining agreement from the Caller to receive an evaluation in his/her home by a mobile crisis/outreach team trained and licensed to conduct such behavioral health examinations;
- Securing transportation for the person at risk to a hospital emergency room to undergo lifesaving medical procedures, treatments and/or psychiatric evaluation; and
- Contacting public safety officials (e.g., police, sheriff) to facilitate a home visit to assess the safety of the Caller, when no other less invasive method is available to determine the Caller's safety.

*Note: The above list of examples is not all-inclusive and should not to be viewed as examples of “acceptable course of actions” outside the actual context of any specific call. These examples should be understood as common measures often undertaken on hotline calls that are in the general spirit of concordance with National Suicide Prevention Lifeline Guidelines, with the understanding that appropriate interventions can only be determined by the specific safety needs of an individual Call or Caller.*



## APPENDIX 5

### **Recommended Procedures for Third Party Callers Reporting Imminent Risk**

**In circumstances where a Third Party Caller is reporting that another individual is at Imminent Risk of suicide, it is recommended that Center Staff actively engage the Caller to:**

- Gather all relevant information from the Caller related to the other's reported risk status, to the degree the Caller can provide such information (see Lifeline Suicide Risk Assessment Standards for ascertaining risk);
- Obtain contact information from the Third Party Caller, as well as information about his/her relationship to the person at risk, towards better ensuring informant reliability and the Caller's collaboration in planning interventions to reduce risk; and
- Obtain contact information for the person at risk from the Third Party Caller, to the degree known.

When working with a Third Party Caller and planning intervention actions, Center Staff should seek the least invasive, most collaborative approach towards ensuring the safety of the individual at risk.

**Examples of recommended measures that may be undertaken by Center Staff when working with Third Party Callers include, but are not limited to:**

- Facilitating a three-way call with the Third Party Caller and the person reported to be at risk so that Center Staff may assess and intervene with the individual directly, with the support of the Third Party Caller's concerns and information;
- Facilitating a three-way call with the Third Party Caller and the treatment professional to discuss the current situation and potential safety plans, only if the person at risk is in treatment, unwilling or unable to inform his/her caregiver of his risk, and the Third Party Caller has access to the caregiver's contact information and agrees to a three-way call;
- Confirming that the Third Party Caller is willing and able to take reasonable actions to reduce risk to the person, such as:
  - Removing access to lethal means,
  - Maintaining close watch on the person at risk during a manageable time interval between the Call and the scheduled time when the person is seen by a treatment professional, or
  - Escorting the person at risk to a treatment professional or to a local urgent care facility (e.g., hospital emergency room).
- Obtaining agreement from the Third Party Caller to collaborate with a mobile crisis/outreach service facilitated by Center Staff to evaluate the person at risk within a time frame that—in the best judgment of Center Staff—is reasonable in that it accounts for current level of risk;
- Using information obtained from the Third Party Caller to contact another third party or the individual at risk directly, in cases where the Third Party Caller is either unwilling or unable to help directly with the intervention.

## **APPENDIX 6**

### **Recommendations for Working with Third Party Callers Wishing to Remain Anonymous**

There are occasions when Third Party Callers wish to remain anonymous. This may pose concerns to a Center in that it may undermine assurances of both the Caller's reliability as an informant and his/her willingness to collaborate on behalf of the person at risk. Therefore, Center Guidelines regarding Third Party Caller should promote greater informant reliability and collaboration with persons reporting others at Imminent Risk.

#### **Recommended exceptions for preserving Third Party Caller anonymity include:**

- When Center Staff have reason to believe that revealing the identity of the Third Party Caller to the person at risk might aggravate risks to either the Third Party Caller or the person he/she is concerned about (e.g., a victim of domestic violence reports her husband is planning to kill her, his children, then himself); or
- When the Third Party Caller declines to give his/her name and his/her identity is reasonably believed to be less relevant than his/her report of a clear and present risk to the safety of the person he/she is calling about (e.g., a stranger near a bridge reports a person climbing over the rail and standing on the ledge).

## APPENDIX 7

### **Examples of Recommended Procedures to Confirm Emergency Service Contact and to Determine Caller Safety When Emergency Service Contact Did Not Occur**

**Steps that can be taken to confirm that emergency service contact was made include, but are not limited to:**

- Staying on the line with the Caller until the emergency service provider has arrived and his/her presence is apparent to the Center Staff;
- Contacting local Public Service Answering Points (or 911 call centers) to determine the pick-up/transport status of the individual at risk (e.g., by using reference or tracking numbers, etc.);
- Contacting the emergency room or mobile crisis/outreach staff to determine the status of their contact with the individual at risk (including giving mobile crisis/outreach staff all information collected by Center Staff regarding the at-risk individual's status);
- Contacting the professional responsible for the care and treatment of the individual at risk;
- Contacting the individual at risk directly to obtain affirmation that he/she has made contact with the emergency service provider, and/or conducting an assessment of the individual to verify that he/she is no longer at Imminent Risk of suicide; or
- Contacting the significant other who took responsibility for the individual at risk's safety

**Examples of recommended procedures to determine Caller safety when emergency service contact did not occur include, but are not limited to:**

- Contacting the individual at risk to assess his/her current risk status and continuing need for service linkages;
- Contacting significant others (e.g., friends or family) believed to have potential access to the individual at risk who are willing and able to conduct a safety check;
- Contacting the individual at risk's treatment professional or case worker to conduct further evaluation and a safety check;
- Providing the individual at risk's contact and address information—to the extent known—to the appropriate mobile crisis/outreach team for follow-up, if one is available in the individual's area; or
- Informing local law enforcement authorities or other appropriate first responders of the situation and requesting continued safety checks until the safety status of the individual at risk can be confirmed (e.g., arrangements or procedures are in place that allow Center Staff to be notified of the individual's safety status).

## APPENDIX 8

### **Examples of Documentation to Demonstrate Efforts Toward Collaborating with Emergency Service Providers**

It is possible that in spite of reasonable, assertive efforts by the Center, emergency service providers may not respond to Center overtures towards collaboration, or may directly refuse to provide such information to the requesting Center. In such cases, the Center must provide documentation to the Administrator demonstrating its reasonable, assertive efforts towards collaborating with local emergency service providers.

#### **Examples of acceptable documentation to demonstrate efforts on the part of the Center to collaborate with emergency service providers:**

- Letters, email or other written correspondence from a local first responder authority (or authorities) declining to collaborate towards providing contact-confirming information. The correspondence must include:
  - Name and title of the declining individual, and
  - Agency's name.
- In the absence of the above, a minimum of two separate incidences of written correspondence from the Center to an emergency service provider seeking to enter a relationship (formal or informal) or otherwise collaborate that include:
  - Date(s) of correspondence,
  - Name of agency contacted,
  - Name and title of individual contacted (at agency),
  - Name of the Center initiating correspondence, and
  - Name and title of Center Staff initiating correspondence.

Evidence of unsuccessful attempts in collaborating with emergency service providers does not suggest that no further efforts should be made by the Center to enable this collaboration in the future. Upon receiving this documentation from a Center, the Administrator will, in turn, provide technical assistance to the Center towards establishing a successful collaboration with a local emergency service provider. When the Administrator provides such technical assistance, it is expected that the Center will continue to pursue such collaborations in the spirit of these guidelines.

## APPENDIX 9

### **Examples of Emergency Service Providers & Types of Relationships for Collaboration**

Every Center must make efforts to obtain confirmation of emergency service contact for Callers. This may involve making official arrangements with local emergency service providers.

#### **Examples of emergency service providers for collaboration include, but are not limited to:**

- Police departments,
- Fire departments,
- County sheriff offices,
- Mobile crisis/psychiatric outreach teams,
- Hospital emergency departments,
- Public Safety Answering Points or 911 centers, and
- Emergency medical services (e.g., ambulance/transport services).

Centers are required to establish and maintain formal and/or informal relationships with emergency service providers.

#### **Examples of formal relationships include, but are not limited to:**

- Cooperative agreements,
- Memoranda of understanding,
- Relationships officially authorized by a local government entity (e.g., city/county health or mental health department), and
- Intra-agency policies for collaboration between a Center and an emergency service provider housed within the same parent agency.

#### **Examples of informal relationships include, but are not limited to:**

- Regular communications to coordinate rescue and care efforts;
- Exchange of outreach and education materials that promotes awareness and use of the Center's services; and
- Training of local staff regarding the Center's services.

## **APPENDIX 10**

### **Approved Certifying Bodies**

1. Alliance of Information and Referral Systems (AIRS)
2. American Association of Suicidology (AAS)
3. Commission on Accreditation of Rehabilitation Facilities (CARF)
4. Contact USA (CUSA)
5. Council on Accreditation (CoA)
6. Joint Commission on Accreditation of Healthcare Organizations (JCAHO)
7. Utilization Review Accreditation Commission (URAC)
8. State or local accrediting body, as approved by the Administrator

**EXHIBIT 1(b) (i)**  
**Designated Area**

*The table below shows the areas for which the Center will be providing primary and backup services.*

	<b>Primary (required)</b>	<b>Backup (optional)</b>
Zip Codes		
Area Codes		
Counties		
States		

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

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



**EXHIBIT 1(b) (iii)**  
**Lifeline Telephone Number**

Termination Number:

**EXHIBIT 4(a)**

**Provisional Status**

Special Provisions Incorporated by Reference.

A. Section 7(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, the Administrator 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 Appendix 10 of the Policies.
  - (ii) Upon the request of the Administrator, the Center shall promptly submit a written report to the Administrator 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"). The Administrator 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 11(a) (i)**

**Consent to Assignment**

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

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

WHEREAS, the Assignor has advised the Administrator 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 the Administrator 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, the Administrator hereby agrees to accept performance from, and confer all benefits of the Assignor under the Network Agreement to, Provident 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:

THE ADMINISTRATOR: Mental Health Association of New York City, Inc.

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

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

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

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

THE ASSIGNOR

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

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

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

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

THE ASSIGNEE

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

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

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

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

**EXHIBIT 11(a) (ii)**  
**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 Vibrant Emotional Health (the “Administrator”).

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

WHEREAS, the Center has advised the Administrator 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: \_\_\_\_\_