



STATE OF VERMONT
JOINT FISCAL OFFICE

MEMORANDUM

To: Joint Fiscal Committee members
From: Sorsha Anderson, Staff Associate
Date: February 18, 2021
Subject: Expedited Grant Requests – JFO #3036 and #3037

Enclosed please find two (2) items, which the Joint Fiscal Office has received from the Administration. **The VT Dept of Mental Health has requested an expedited review of JFO #3037.** As the grants are inter-related, both should be considered together. **Please respond by Wednesday, February 24, 2021.**

JFO #3036 - \$3,800,000 to the VT Dept of Health from the Center for Disease Control and Prevention to increase and sustain the public health approach to suicide prevention. This grant includes funding for three (3) limited service positions. Two (2) positions in the Dept of Health: Public Health Programs Administrator and Public Health Analyst II. One (1) position in the Dept of Mental Health: Marketing and Outreach Coordinator. Grant amount is \$760,000 per year for 5 years.

[JFO received 2/16/2021]

JFO #3037 - \$135,000 to the VT Dept of Mental Health from Vibrant Emotional Health for the development of the 988-implementation plan to ensure compliance with the federal mandate for universal access to suicide and prevention services by July 16, 2022. ***[Note: One (1) limited service position is included within JFO #3036].***

[JFO received 2/16/2021]

Please review the enclosed materials and notify the Joint Fiscal Office (Sorsha Anderson: sanderson@leg.state.vt.us) if you have questions or would like this item held for legislative review. If no response has been received by Wednesday, February 24, 2021, members will be polled.



Department of Mental Health
280 State Drive
Building NOB2 North
Waterbury, VT 05671-2010

MEMORANDUM

To: Susanne Young, Secretary of Administration
From: Shannon Thompson, Finance Director, DMH
Subject: AA-1 for Vibrant
Date: February 4, 2021

The Department of Mental Health is requesting an expedited approval of the attached 9-8-8 planning grant opportunity.

The Department of Mental Health (DMH) applied for and received an award for a 9-8-8 planning grant. DMH is requesting an expedited approval of this grant opportunity and has submitted a AA-1PN to begin the work prior to full approval. Vermont is essentially required to apply for this grant in order to be eligible for future SAMHSA suicide prevention funding, because 988 is a national roll out that requires state infrastructure and operational process development to be successful. The RFA was provided with an extremely quick turnaround time (two weeks) and requires significant work to be done in the next 3-4 months. The budget allows for a .5 FTE suicide prevention coordinator.

This opportunity arose around the same timeframe as the CDC grant for which DMH has submitted an AA-1 which is currently going through the approval process. The CDC grant has a .5 FTE position for a suicide prevention communications coordinator. Obtaining approval for both AA-1's will allow us to utilize one person for both roles. Without both AA-1's approved DMH would need to go through the hiring process for two separate candidates.

Additionally, the work for the 988 planning grant needs to be completed by 9/30/21. Therefore, swift hiring of the position will be integral to our ability to meet those requirements, and a delay can pose significant barriers to meeting the planning grant goals.

Essentially, the two grants are somewhat tied together in terms of the positions, in that if we cannot get AA-1 approval for 988 at the same time as the CDC then we likely may not be able to hire for the 988 position at all, given the short timeline for the 988 grant period 2/1/21 – 9/30/21. The CDC grant opportunity will allow us to parlay this position to serve both roles if we can gain permission to move forward on them. This position is

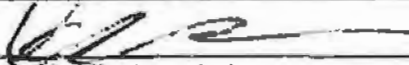
integral to the success of the grant, and the official grant Communications Plan is due to the CDC in early March, therefore we are struggling to meet the requirements without the role filled.

Please find the following documents enclosed:

- AA-1 memo
- AA-1 form
- AA-1PN
- Notice of grant award and grant terms and conditions

If you have any questions, please contact me at 241-0118.

STATE OF VERMONT GRANT SPENDING PRE-NOTICE (Form AA-1PN)

PURPOSE & INSTRUCTIONS:		
<p><i>This form is intended solely as notification to the Joint Fiscal Committee of the unavoidable need to spend State funds in advance of Joint Fiscal Committee approval of grant requests and with the intent of securing a federally or privately funded grant award. Pre-notification is required for expenditures of state funds beyond basic grant application preparation and filing costs. Expenditure of these state funds does not guarantee that a grant will be awarded to the State of Vermont, or that a future grant award will be accepted by the Joint Fiscal Committee. If a grant award is subsequently received, a completed Form AA-1 Request for Grant Acceptance must be submitted to the Joint Fiscal Committee for review and approval before spending or obligating additional funds.</i></p>		
BASIC GRANT INFORMATION		
1. Agency:	Agency of Human Services	
2. Department:	Department of Mental Health	
3. Program:	Vibrant Emotional Health	
4. Legal Title of Grant:	National Suicide Prevention Lifeline 9-8-8 State Planning Grant initiative	
5. Federal Catalog #:		
6. Grant/Donor Name and Address: Vibrant Emotional Health 50 Broadway, 19th Floor, New York, NY 10004		
7. Grant Period:	From: 2/1/2021	To: 9/30/2021
8. Purpose of Grant: Through a one-time funding opportunity from Vibrant Emotional Health, funds from private donations are available to support the development of a 988 implementation plan that ensures the federal mandate that by July 16, 2022 everyone in behavioral health crisis in the U.S. and its territories will have immediate access to effective suicide prevention and crisis services through the three-digit phone number 988.		
9. STATE FUNDS TO BE SPENT IN ADVANCE OF GRANT ACCEPTANCE BY JOINT FISCAL:		
Expenditures:	FY 2021	Required Explanation/Comments
Personal Services	\$12,240.00	(Include type of expenditures to be incurred, i.e. training, planning, proposal development, etc.) This grant is to be started 2/1/2021. Costs include personnel, supplies, travel, and contractual.
Operating Expenses	\$976.00	
Grants	\$20,532.00	
Total	\$33,748.00	
10. AUTHORIZATION AGENCY/DEPARTMENT:		
I/We certify that spending these State funds in advance of Joint Fiscal Approval of a Grant is unavoidable, and that a completed <i>Form AA-1 Request for Grant Acceptance</i> will be submitted for Joint Fiscal Committee approval if a grant award is received for this program:	Signature: 	Date: 2/5/21
	Title: Sarah Squirrell, Commissioner	
	Signature: E-SIGNED by Jenney Samuelson on 2021-02-08 23:14:36 GMT	Date:
	Title: Jenney Samuelson, AHS Deputy Commissioner	
11. ATTACHMENTS: Attach relevant documentation that demonstrates the necessity of this expenditure. (example: funding opportunity guidelines require training, etc.)		
Distribution: Original - Joint Fiscal Office; Copy 1 - Department Grant File; Copy 2 - Attach to Form AA-1 (if grant is subsequently received).		

STATE OF VERMONT GRANT SPENDING PRE-NOTICE

(Form AA-1PN)

(End Form AA-1PN - Grant Spending Pre-Notice - Form AA-1PN)

STATE OF VERMONT REQUEST FOR GRANT (*) ACCEPTANCE (Form AA-1)

BASIC GRANT INFORMATION				
1. Agency:	Agency of Human Services			
2. Department:	Department of Mental Health			
3. Program:	Vibrant Emotional Health			
4. Legal Title of Grant:	National Suicide Prevention Lifeline 9-8-8 State Planning Grant initiative			
5. Federal Catalog #:				
6. Grant/Donor Name and Address:	Vibrant Emotional Health 50 Broadway, 19 th Floor, New York, NY 10004			
7. Grant Period:	From:	2/1/2021	To:	9/30/2021
8. Purpose of Grant:	Through a one-time funding opportunity from Vibrant Emotional Health, funds from private donations are available to support the development of a 988 implementation plan that ensures the federal mandate that by July 16, 2022 everyone in behavioral health crisis in the U.S. and its territories will have immediate access to effective suicide prevention and crisis services through the three-digit phone number 988.			
9. Impact on existing program if grant is not Accepted:	Vermont will not have a 988 suicide prevention and crisis service. Calls from Vermonters will be triaged to other states, increasing the wait time for suicidal callers, and limiting the effectiveness of service due to lack of awareness of local resources.			
10. BUDGET INFORMATION				
	SFY 1	SFY 2	SFY 3	Comments
Expenditures:	FY 2021	FY 2022	FY	
Personal Services	\$30,602	\$18,362	\$	
Operating Expenses	\$2,442	\$1,466	\$	
Grants	\$51,331	\$30,797	\$	
Total	\$84,375	\$50,625	\$	
Revenues:				
State Funds:	\$	\$	\$	
Cash	\$	\$	\$	
In-Kind	\$	\$	\$	
Federal Funds:	\$	\$	\$	
(Direct Costs)	\$	\$	\$	
(Statewide Indirect)	\$	\$	\$	
(Departmental Indirect)	\$	\$	\$	
Other Funds:	\$	\$	\$	
Grant (source Vibrant private donation funding)	\$84,375	\$50,625	\$	
Total	\$	\$	\$	
Appropriation No:	3150070000	Amount:	\$135,000	
			\$	
			\$	
			\$	

STATE OF VERMONT REQUEST FOR GRANT (*) ACCEPTANCE (Form AA-1)

		\$
		\$
		\$
	Total	\$135,000

PERSONAL SERVICE INFORMATION

11. Will monies from this grant be used to fund one or more Personal Service Contracts? Yes No
 If "Yes", appointing authority must initial here to indicate intent to follow current competitive bidding process/policy.

Appointing Authority Name: Sarah Squirrel Agreed by: SS (initial)

12. Limited Service Position Information:	# Positions	Title
Total Positions		

12a. Equipment and space for these positions: Is presently available. Can be obtained with available funds.

13. AUTHORIZATION AGENCY/DEPARTMENT

I/we certify that no funds beyond basic application preparation and filing costs have been expended or committed in anticipation of Joint Fiscal Committee approval of this grant, unless previous notification was made on Form AA-1PN (if applicable):

Signature: [Signature] Date: 2/5/21
 Title: Commissioner, Department of Mental Health
 Signature: E-SIGNED by Jenney Samuelson on 2021-02-08 23:14:42 GMT Date:
 Title: Jenney Samuelson, AHS Deputy Commissioner

14. SECRETARY OF ADMINISTRATION

Approved: (Secretary or designee signature) Kristin Clouser Digitally signed by Kristin Clouser Date: 2021.02.11 10:29:12 -05'00' Date:

15. ACTION BY GOVERNOR

Check One Box: Accepted (Governor's signature) [Signature] Date: 2/12/21
 Rejected

16. DOCUMENTATION REQUIRED

Required GRANT Documentation

- | | |
|---|---|
| <input type="checkbox"/> Request Memo | <input type="checkbox"/> Notice of Donation (if any) |
| <input type="checkbox"/> Dept. project approval (if applicable) | <input type="checkbox"/> Grant (Project) Timeline (if applicable) |
| <input type="checkbox"/> Notice of Award | <input type="checkbox"/> Request for Extension (if applicable) |
| <input checked="" type="checkbox"/> Grant Agreement | <input type="checkbox"/> Form AA-1PN attached (if applicable) |
| <input checked="" type="checkbox"/> Grant Budget | |

End Form AA-1

(*) The term "grant" refers to any grant, gift, loan, or any sum of money or thing of value to be accepted by any agency, department, commission, board, or other part of state government (see 32 V.S.A. §5).

STATE OF VERMONT REQUEST FOR GRANT (*) ACCEPTANCE (Form AA-1)

State of Vermont
 Department of Finance & Management
 109 State Street, Pavilion Building
 Montpelier, VT 05620-0401

Agency of Administration

[phone] 802-828-2376
 [fax] 802-828-2428

**STATE OF VERMONT
 FINANCE & MANAGEMENT GRANT REVIEW FORM**

Grant Summary:		Vibrant Emotional Health, administrator of the National Suicide Prevention Lifeline, is granting funds to DMH to support the development of a 988 implementation plan that ensures the federal mandate that by July 16, 2022 everyone in behavioral health crisis in the US and its territories will have immediate access to educative suicide prevention and crisis services through the three-digit phone number 988.			
Date:		2/10/2021			
Department:		Department of Mental Health			
Legal Title of Grant:		National Suicide Prevention Lifeline 9-8-8 State Planning Grant initiative			
Federal Catalog #:		n/a			
Grant/Donor Name and Address:		Vibrant Emotional Health 50 Broadway, 19 th Floor, New York, NY 10004			
Grant Period:		From:	To:		
		2/1/2021	9/30/2021		
Grant/Donation		\$135,000			
	SFY 1	SFY 2	SFY 3	Total	Comments
Grant Amount:	\$84,375	\$50,625	\$	\$135,000	
Position Information:		# Positions	Explanation/Comments		
		1	DMH will hire a .5 FTE Project Manager to oversee the 9-8-8 implementation plan and ensure the department meets all planning grant requirements. *The position request is not included in the package because the position request within the CDC Comprehensive Suicide Prevention AA-1 package, currently with the Governor's Office.		
Additional Comments:		DMH is requesting expedited approval. DMH has submitted an AA-1 PN, which is notification that they intend to spend about 40% of the funds in FY2021 prior to AA-1 approval. 2 existing positions will allocate 10 hours per week total to this work. Indirect rate amount included in grants line.			



STATE OF VERMONT
FINANCE & MANAGEMENT GRANT REVIEW FORM

Department of Finance & Management	Adam Greshin <small>Digitally signed by Adam Greshin Date: 2021.02.10 13:16:03 -0500</small>	(Initial)
Secretary of Administration	Kristin Clouser <small>Digitally signed by Kristin Clouser Date: 2021.02.10 13:16:03 -0500</small>	(Initial)
Sent To Joint Fiscal Office	Ariel Murphy <small>Digitally signed by Ariel Murphy Date: 2021.02.12 17:49:13 -0500</small>	Date

Caliber
 Regalia



Vibrant

Emotional Health

NATIONAL SUICIDE PREVENTION LIFELINE 988 PLANNING INITIATIVE FUNDING AGREEMENT WITH THE VERMONT AGENCY OF HUMAN SERVICES

Agreement made as of February 1, 2021, between Vibrant Emotional Health (hereinafter referred to as "Vibrant"), the Administrator of the National Suicide Prevention Lifeline, located at 50 Broadway, 19th Floor, New York, New York 10004 and Vermont Agency of Human Services, Department of Mental Health (hereinafter referred to as "Contractor", located at 280 State Drive, Waterbury, VT 05676.

WHEREAS, Vibrant desires to support state authorities with low in-state answer rates for National Suicide Prevention Lifeline calls (hereinafter referred to as "Lifeline"), by supporting crisis centers participating in the Lifeline network through a State Capacity Building initiative;

WHEREAS, Contractor is a state agency;

WHEREAS, Vibrant desires to grant an award to Contractor to provide planning support in order for Vermont create a 988 Implementation Plan by September 30, 2021;

WHEREAS, this funding agreement governs a nine-month award;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Vibrant and the Contractor hereby agree as follows:

TERM AND TERMINATION

The Services shall be performed under this agreement shall occur during the period February 1, 2021 (Effective Date) to September 30, 2021. Notwithstanding the foregoing, this Agreement may be terminated by either party with or without cause with thirty (30) days written notice. In the event a party defaults in the performance of this Agreement or materially breaches any of the provisions herein, the non-breaching party may terminate the agreement with one week's notice.

SCOPE AND TERMS OF WORK

Contractor will perform the services outlined in its grant proposal submitted for 988 Planning Initiative, attached as **Exhibit C**. Major work scope details are outlined in **Exhibit A: Approved Services**.

COMPENSATION

1. **Payment of Funds**. Upon receipt from Contractor of a one-time, advance payment invoice, Vibrant agrees to reimburse Contractor for project costs not to exceed \$135,000.00 (the "**Total Agreement Funds**") in accordance with **Exhibit B: Approved Budget**.
2. The amount of Total Agreement Funds, however, is subject to adjustment by Vibrant if a substantial change is made to the work scope, as mutually agreed upon by Vibrant and the Contractor, that affects this Agreement or

if this Agreement is terminated prior to the expiration of the Agreement as provided above. Program funds shall not be expended prior to the Effective Date, or following the earlier of the expiration or termination of this Agreement. Costs incurred shall only be as necessary and allowable to carry out the purposes and activities of the Approved Services and may not exceed the maximum limit of \$135,000.00 in accordance with **Exhibit B: Approved Budget**.

Invoice

Contractor must submit an invoice totaling \$135,000.00 to Vibrant as advance payment for services rendered. The invoice shall be emailed to the Lifeline's Program Manager of Capacity Expansion, Katie Stubblefield at KStubblefield@vibrant.org no later than 10 business days after the full execution of this agreement. The invoice submitted by the Contractor to Vibrant shall note all of the Contractor's responsibilities as identified in **Exhibit A: Approved Services**.

RESPONSIBILITY OF INDEPENDENT CONTRACTOR

Contractor agrees to perform all Services pursuant to this Agreement in accordance with all applicable laws, codes, and regulations of governmental authorities with jurisdiction over the services set forth herein.

CONFIDENTIALITY

Contractor acknowledges that in connection with the Services, Contractor will have access to and become acquainted with confidential information regarding Vibrant, including without limitation trade secrets, proprietary information, innovations, processes, information, records and specifications retained, owned or licensed by Vibrant and/or used by Vibrant in connection with the operation of its services including, Vibrant's business processes and methods; personal, compensation and other information regarding employees and prospective employees; clients or client information, including medical and clinical information; accounts; proprietary information, services, vendors, suppliers, prices and costs; designs, product development and plans, marketing data; finances, budgets, financial records; information that may be disclosed to Vibrant by others in confidence, and other non-public information disclosed to Contractor by Vibrant either directly or indirectly (collectively, "Confidential Information"). The Contractor agrees that the Contractor will not disclose any of this Confidential Information, directly or indirectly, or use any of it in any manner, either during the term of this Agreement or at any other time, except as required in the course of providing the Services herein.

COPYRIGHT OWNERSHIP; WORK MADE FOR HIRE

1. **The Works**. The "Works" means all copyrightable works, whether or not registered, conceived, created, produced or prepared by or with the cooperation of Contractor, at the request or under the direction of the Vibrant or through use of Vibrant's resources, records, equipment or personnel, in connection with the Services, including without limitation all designs, drawings, text, prototypes, patterns, images, depictions and all copyrights and other intellectual property and proprietary rights therein and thereto.
2. **Works Made for Hire: Assignment**. Contractor agrees that the Works made by Contractor on behalf of Vibrant were or will be produced or prepared within the scope of the Services and are works-made-for-hire under the Copyright Act of 1976. If any of the Works or any portion thereof are held not to be "works made for hire" (or if ownership of all rights therein did not or do not vest exclusively in Vibrant), Contractor irrevocably assigns, releases and conveys to Vibrant in perpetuity all rights with respect to control, management and dissemination of the materials, as well as all intellectual property rights embodied therein or pertaining thereto and the complete right to exploit or otherwise use the Works and all auxiliary, subsidiary and moral rights in any form, medium, expression or technology now known or hereafter developed in all jurisdictions worldwide as may be permitted under Vibrant's grant with the Substance Abuse and Mental Health Services Administration, and all right to recover for past or future infringements thereof. Upon the request of Vibrant, Contractor agrees to perform such further acts requested to transfer, perfect and defend Vibrant's right, title and interest in and to

the Works, including by executing, acknowledging and delivering any requested affidavits and documents of assignment or conveyance of the Works and obtaining and/or aiding in the enforcement of any related intellectual property rights. Notwithstanding the above, Vibrant agrees to provide Contractor with a royalty free, irrevocable license, to use for its own internal non-commercial research and education purposes, in Works assigned by Contractor to Vibrant.

ENGAGEMENT

The parties agree that Contractor is acting as an independent contractor with respect to the provision of services hereunder, and not as an employee or agent of Vibrant. Contractor understands that it will not be subject to Vibrant's direction, control or supervision, with respect to the time spent or procedures followed in the performance of services hereunder. Contractor is not expected to perform the services set forth hereunder at Vibrant's premises, but may perform a portion of its work at Vibrant's offices if it deems it necessary with prior notice to Vibrant. Nothing in this Agreement shall prevent Contractor from engaging in any other business relationship, or to provide services to any other business, provided that Contractor agrees it will not engage in any other business activity that will interfere with the provision of Services as set forth herein. Nothing in this Agreement shall preclude Contractor from employing individuals to perform the Services set forth herein; however, the Contractor may not assign the agreement to another party without the prior written approval of Vibrant.

INDEMNIFICATION. Contractor shall defend and hold Vibrant, its employees, officers, directors, agents and representatives harmless from any and all costs, losses, damages, liabilities, expenses, demands, and judgments, including court costs and attorney's fees, which they may suffer arising from any act or omission or neglect of Contractor, its employees, officers, directors, agents or representatives, or anyone else for whose acts Contractor may be responsible, in the performance of Contractor's obligations under this Agreement. This provision shall survive the expiration or termination of this Agreement.

INSURANCE. Contractor shall, at all times throughout the Agreement Term, carry insurance in such form and in such amounts as Vibrant may from time to time reasonably require against other insurable hazards and casualties that are commonly insured against in the performance of similar services as are to be provided under this Agreement. At a minimum, Contractor shall maintain during the Agreement Term at least the following types and limits of insurance coverage:

- a. Workers' compensation in amounts no less than required by law;
- b. Employer's Liability Insurance with a limit of \$1,000,000;
- c. Commercial general liability insurance, including personal injury, contractual liability and property damage, with limits of \$1,000,000 per occurrence and \$3,000,000 aggregate;
- d. Professional liability insurance on a claims made basis with a limit of not less than \$1,000,000 per occurrence and \$3,000,000 aggregate.

All policies (other than workers' compensation and employer's liability insurance) providing such coverage shall name Vibrant as an additional insured with respect to Contractor's performance of services under this Agreement. Contractor shall provide Vibrant with certificates of insurance evidencing such coverage within thirty (30) days after execution of this Agreement, which certificates shall provide that Vibrant shall receive thirty (30) days' advance written notice of any pending cancellation or non-renewal of any of the coverages required by Vibrant pursuant to this Agreement. Insurance coverages that expire before the expiration of the Agreement Term shall be promptly renewed by Contractor so that there is no gap in coverage and certificates of insurance evidencing such renewal coverage shall be provided to Vibrant (by a copy provided to Vibrant pursuant to the notice provisions set forth in Section 16(f)) immediately upon renewal. Contractors' failure to maintain insurance in the form and/or amounts required by Vibrant pursuant to this Agreement shall be deemed a material breach of this Agreement and Vibrant shall have the right thereupon to terminate this Agreement immediately in addition to any other remedy provided herein.

WARRANTY OF LICENSURE

Contractor warrants to Vibrant that Contractor maintains, and throughout the term of this Agreement will maintain, in full force and effect and in good standing all licenses, permits, accreditations and other approvals necessary or, under prevailing standards of the trade, appropriate for the full and proper performance of all services.

PROGRESS AND FINANCIAL REPORT

Monthly progress and quarterly financial reports shall be submitted by the Contractor in addition to a final report. State monthly progress reports quarterly financial reports are due by the 10th day of the following month. A final progress and financial report shall be submitted by the Contractor to Vibrant no later than October 30, 2021 (format, content and time frame, as determined by Vibrant and as mutually agreed upon by Vibrant and the Contractor).

TERMINATION

By Vibrant. Vibrant may, by giving written notice to Contractor, terminate this Agreement in whole or in part for cause, which shall include, without limitation: (i) failure for any reason of Contractor to fulfill timely and properly any of its obligations under this Agreement, including failure to comply with any provision of the scope of work detailed in this Agreement; (ii) Contractor's default, breach or any intervening casualty which poses an immediate threat to life, health or safety; (iii) Contractor's breach of its representations, warranties and certifications contained in this Agreement; (iv) the submission by Contractor to Vibrant of reports that are knowingly incorrect or incomplete in any material respect; (v) ineffective or improper use by Contractor of funds received under this Agreement; (vi) the necessity for termination and/or amendment of this Agreement so as to make any terms of this Agreement consistent with federal, state or local laws; (vii) fraudulent activities on the part of Contractor; and (viii) the filing of bankruptcy, receivership or dissolution by or with respect to Contractor. Vibrant may also terminate this Agreement in whole or in part without cause upon thirty (30) days' written notice to Contractor.

By Contractor. If Contractor is unable or unwilling to comply with any additional conditions or requirements which may arise as a result of changes in or additions to any federal, state or local laws after the commencement of the Agreement Term, Contractor shall terminate this Agreement by giving written notice to Vibrant. The effective date of such notice of termination shall be no earlier than thirty (30) days from the date of the notice.

Transfer of Performance Upon Termination. Upon giving or receiving notice of termination, Vibrant may require Contractor to ensure that adequate arrangements have been made for the transfer of performance of the Approved Services to another entity or to Vibrant, including the reasonable payments of any costs involved in such transfer out of compensation otherwise due Contractor under this Agreement.

Liability for Default. Whether or not this Agreement is terminated, Contractor shall be liable to Vibrant for damages sustained by Vibrant by virtue of any breach of this Agreement by Contractor and Vibrant shall be liable to Contractor for damages sustained by Contractor by virtue of any breach of this Agreement by Vibrant. This shall include, without limitation, liability of Contractor for the provision or maintenance by Contractor of inadequate or erroneous records or billing documentation of services provided. If any such reimbursement of charges is disallowed as a result of an audit by Vibrant of Contractor, the amount disallowed must be paid by Contractor to Vibrant from funds other than those provided by Vibrant under this Agreement.

SURVIVAL

Contractor agrees that the provisions set forth in paragraphs in the sections regarding Copyright Ownership, Work Made for Hire and Confidentiality shall survive the termination of this Agreement.

CHOICE OF LAW

This Agreement shall be governed by the laws of the State of New York.

COMPLETE AGREEMENT

This Agreement constitutes the complete agreement between Vibrant and Contractor with respect to the services Contractor shall provide for Vibrant as an independent contractor. This Agreement can be modified only by agreement in writing signed by Contractor and an authorized representative of Vibrant. This Agreement supersedes and replaces any and all prior agreements which the parties may have previously made, whether oral or written.

IN WITNESS WHEREOF, each of the parties has executed this Agreement by its duly authorized officer as of the day and year first written above, February 1, 2021.

(Print/Type Name of Authorized Signatory for the Vermont Department of Mental Health)

(Signature of Contractor)

(Title of Contractor Representative)

(Contractor Tax ID Number)

(Contact information)

(Print/Type Name of Vibrant Representative)

(Signature of Vibrant Representative)

(Title of Vibrant Representative)

Exhibit A
Approved Services

<p>Service</p>	<p>Through a one-time funding opportunity from Vibrant Emotional Health (hereinafter referred to as "Vibrant"), funds from private donations are available to Vermont Department of Mental Health (hereinafter referred to as "DMH") to support the development of a 988 implementation plan that ensures the federal mandate that by July 16, 2022 everyone in behavioral health crisis in the U.S. and its territories will have immediate access to effective suicide prevention and crisis services through the three-digit phone number 988.</p>
<p>Vermont Department of Mental Health Role</p>	<p>Vermont Department of Mental Health (DMH) agrees to adhere to the following responsibilities:</p> <ul style="list-style-type: none"> (i) Designate a project leader to collaborate with Lifeline's 988 Grant Team. (ii) Participate in regular monthly support calls with the Lifeline Representative and all technical assistance, webinars and asynchronous learning opportunities. (iii) Ensure that the crisis center(s) participating in the project are part of an initial "landscape analysis" conducted by the lead applicant as outlined in Section II of the RFA. Results from this analysis will be submitted to Lifeline by March 31, 2021. (iv) Ensure creation of, and monthly convening of 988 a key stakeholder coalition group between April – September 2021. (v) Utilize Lifeline's 988 Planning Template to guide initial assessment of statewide 988 needs, as well as assure that all areas of the template are addressed in the draft and final implementation plan. DMH will submit a draft 988 planning report to the Vibrant Emotional Health / Lifeline by August 30, 2021. Final 988 implementation plan submitted to the administrator of the Lifeline and SAMHSA by 5 pm ET on Friday, December 31, 2021. (vi) Develop and implement strategies at partner centers in collaboration with the Lifeline which will increase the likelihood that the in-state answer rate for Lifeline calls will be at least 90% by July 2022. (vii) Develop and implement strategies with Lifeline centers that increase the likelihood the state will achieve an 80% or higher in-state answer rate by December 31, 2021 (viii) Comply with the terms of the award and satisfactorily perform activities outlined. (ix) Respond in a timely manner to requests for information from Vibrant, as needed. (x) Submit required monthly progress reports by the 15th of each month. (xi) Submit quarterly financial reports April 15, July 15, and October 15, 2021 (xii) Submit final grant progress report and financial report to the Lifeline no later than October 30, 2021. (xiii) Engage with Vibrant on media requests or outreach related to the Lifeline or the 988 Planning Grant by contacting Hannah Collins, Senior Marketing and Communications Manager, National Suicide Prevention Lifeline at: HCollins@vibrant.org. (xiv) Ensure Lifeline Centers receive stipend award no later than April 30, 2021. (xv) Submit monthly data reports to Vibrant on a format to be determined by Vibrant, which include the performance metrics noted in Section 5.D of the 988 Planning Grant RFA. Data reports shall be submitted by the 10th of each month beginning May 10, 2021. (xvi) Provide information and feedback to Vibrant that may improve the quality of the Lifeline, including sharing relevant protocols, policies, or training materials; and participating in conference calls or other forums offered by Vibrant to share relevant ideas and experience.

	<p>(xvii) Notify the Lifeline/Vibrant staff promptly if DMH becomes aware of events or circumstances that may adversely affect the ability of the state's Lifeline centers to respond to contacts from the Lifeline.</p> <p>(xviii) Other duties as assigned as mutually agreed upon by DMH and Vibrant.</p>
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Vibrant Role	<p>Vibrant agrees to do the following:</p> <ul style="list-style-type: none"> (i) Review all applications in a timely manner and assist in the development of special terms (e.g., modifications and/or revision of proposed approaches) when needed in order to ensure that the approach meets Vibrant's performance requirements. (ii) Provide equal guidance and assistance to all centers in the application process. (iii) Generate volume data reports upon request. (iv) Provide a grant manager as a liaison for each state/territory to respond to their technical assistance needs, collect reports, provide performance feedback. (v) Facilitate monthly individual grantee calls. (vi) Conduct technical assistance meetings/webinars/asynchronous learning opportunities to all grantees. (vii) Provide 988 operational/performance standards and related documents, data, and technical assistance tools to support state/territory efforts to plan for local 988 service needs. (viii) Generate data reports upon request so state/territory grantees and Lifeline member call centers can predict call volume trends. (ix) Provide monthly updates to state/territory grantees specific to in-state answer rates in order to track progress toward grantee goals. (x) Provide grantees with draft 988 Implementation Plan Template, Initial Landscape Analysis Template, and Terminology Guide.
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EXHIBIT B
Vermont Department of Mental Health
APPROVED BUDGET



**Summary Budget Items: 988
 Planning Grants**

**2/1/21-9/30/21
 Total Budget**

A. Personnel	\$31,552.15
B. Fringe	\$17,411.39
C. Travel	\$2,000.00
D. Supplies	\$1,908.00
E. Contractual	\$78,771.57
Total Direct Charges	\$131,643.11
Indirect Charges	\$3,356.90
Total	\$135,000.00

Personnel

Title	Proposed Salary	LOE (FTE based on 40 hour week)	Budgeted Amount
Project Director	\$20,720.00	0.5	\$20,720.00
State Liaison and Project Co-lead (Christina)	\$ 6,676.25	0.17	\$ 6,676.25
Project Co-lead (Alison)	\$ 4,155.90	0.075	\$ 4,155.90
Total Salaries/Wages	N/A	0.75	\$31,552.15
Fringe Rate for Project Director		67.96%	\$14,081.31
Fringe Rate for State Liaison		31.13%	\$2,078.32
Fringe Rate for Co-lead		30.12%	\$1,251.76
Total Fringe Benefits			\$17,411.39

Travel

Title	Budgeted Amount
Staff Airfare	
Staff Lodging	
Staff Meals	

Staff Rental Car Expense	
Mileage	
AAS Virtual Conference	\$2,000.00
Total Staff Travel	\$2,000.00

Supplies

Item	Total Budget
Computers	\$1,500.00
Computer Equipment	\$0.00
Office Supplies	\$0.00
Printing	\$0.00
Postage	\$0.00
Cell phone	\$408.00
Total Supplies	\$1,908.00

Contractual

Item	Total Budget
Total Lifeline member contact center stipends (\$5k per)	\$10,000
Total Subawards	\$0
Independent contractor CHL (coalition meeting facilitator)	\$35,000
Stakeholder	\$33,771.57
Total Contractual	\$78,771.57
Call Centers	Amount
NCSS	\$5,000.00
NKHS	\$5,000.00
Total Stipends to Lifeline Centers	\$10,000.00

Indirect

Title	Budgeted Amount
Total Direct Charges	\$131,643.11
Total Costs Exempt from Indirect	
Total Applicable Direct Charges (Modified Total Direct Charges)	\$131,643.11
Indirect Rate	2.55%
Total Indirect Charges	\$3,356.90

BUDGET JUSTIFICATION:

Budget submitted in attached template.

Personnel: \$49,781.52

Project Director TBD: \$20,720

State Liaison and Project Co-lead Christina Thompson: \$6,676.25

Project Co-lead Alison Krompf: \$4,155.

Total Salary: \$31,552.15

Fringe: \$18,229.37

DMH intends to hire a .5 FTE Project Manager to oversee the 9-8-8 implementation plan and ensure the department meets all planning grant requirements.

Christina Thompson and Alison Krompf will be re-allocating time in their current positions to support this work.

Estimated 7 hours a week for Christina Thompson @ \$27.25/hour. 3 hours a week for Alison Krompf @ \$39.58/hour.

Travel: \$2,000

Due to the COVID-19 pandemic we expect travel to be limited. However, we intend to engage a broad group of stakeholders in our coalition work and feel it would be a good use of the travel funding to support their attendance at the virtual AAS Conference.

Supplies: \$1,908

For the to-be-hired Project Director: \$1500 -laptop; \$408 – cell phone

Contractual: \$77,953.58

Independent Contractor – Provides technical support for the development of stakeholder contracts, and monitors contract performance. Assists the Project Director by providing TA and project management support. \$35,000 = 10 hrs a week @ \$100 for 35 weeks.

Stakeholder Contracts – DMH anticipates the need to contract for hours from specific stakeholder groups, including cultural competency experts to help us develop materials in all necessary languages and to evaluate the Lifeline member referral lists to ensure they are comprehensive and inclusive, and to the Center for Health and Learning for the creation of promotional materials that reflect the most up to date messaging guidelines, as well as to support their work in facilitating a broad coalition that educates and advocates for suicide prevention issues across the state to include 9-8-8 planning. Estimated \$32,953.58, vendors pending.

Indirect: \$3,356.90.

Indirect Rate = 2.55% of \$131,243.10.

Exhibit C

Vermont Department of Mental Health 988 Planning Grant Application

Abstract

The Vermont Department of Mental Health (DMH) is excited to be applying for this 9-8-8 Suicide Grant opportunity. Vermont has dedicated intensive effort over the past two years to increasing our in-state Lifeline answer rate. Through the support of the Lifeline Capacity Building Grant awarded to Vermont in 2019, we have been able to increase our in-state call rate from 0% in 2018, to 80% in the most recent quarter of 2020. From July 2020 – September 2020, 654 calls were initiated and 521 were answered in state. Vermont currently has one certified Lifeline Center, Northwestern Counseling and Support Services (NCSS) activated to answer calls, and another agency Northeast Kingdom Human Services (NKHS) who applied to become a Lifeline Center in November 2020; therefore, two centers will be eligible for 9-8-8 implementation planning. DMH plans to work with a broad array of stakeholders, including the State Police and Public Safety Answering Points (PSAPs), suicide prevention peer and advocacy groups, Lifeline members, cultural brokers representing marginalized groups, the Center for Health and Learning (the organization that is leading Zero Suicide implementation across Vermont), and representatives from the Designated Agencies who provide community mental health services, including Emergency Services throughout the state.

Section A: Progress to Date

The Vermont Department of Mental Health oversees ten Designated Agencies and two Specialized Services Agencies who provide a broad range of community mental health services for their regions. Each Designated Agency is required to have 24/7 Emergency Services programs that respond to any individual experiencing mental health crisis, including suicidality. These programs are generally referred to as Crisis Teams and are accessed by individual crisis lines per county/region. These crisis teams are not yet able to provide full mobile response because resources-both fiscal and staffing- limit their ability. Crisis teams are accessed during business hours by regional phone lines reaching the Designated Agency front desk first, often to an automated response, where they are given the option to connect with Crisis Services, and then connected to an available crisis clinician. During non-business hours crisis staff are accessed through a pager system. This access system has made it difficult for Vermont to align our crisis operations with the Lifeline system, due to the requirement of direct access by phone to a crisis counselor. However, Vermont has made significant progress in this area over the past two years. Northwestern Counseling and Support Services (NCSS), one of Vermont's ten Designated Agencies, was able to adapt their phone lines and staffing to become a certified Lifeline call center in August of 2019. Since that time, NCSS has been able to maintain a 70% or above call response rate, covering 9:00 am – 7:00 pm on the weekdays and 12:00 pm - 4:00pm on Saturdays and Sundays.

To address the need for more coverage, DMH solicited proposals for additional agencies in October of 2020 and Northeast Kingdom Human Services (NKHS), another Designated Agency covering northern Vermont responded. NKHS

began the application process prior to 12/7/20, meeting the 988 Planning Grant application requirement, and are estimated to be certified by April of 2021. They have a plan to adapt their phone system and staffing to enable them to cover night and weekend hours. Both NCSS and NKHS are engaged in Vermont's Zero Suicide initiative through which they have developed comprehensive suicide screening, risk assessment and treatment protocols. This makes them well poised to meet the clinical and quality requirements of the Lifeline.

Additional Vermont Crisis Lines include Pathways Vermont Peer Warmline, available 3:00 pm – 6:00 pm for adults, the Crisis Text Line, and a COVID Support Line available 8:00 am to 8:00 pm during the pandemic.

Section B: Proposed Approach for 9-8-8 Service Preparation and Buildup

1. Ensuring statewide coverage for 9-8-8 calls, chats, and texts:

Vermont plans to utilize two Lifeline member contact centers to ensure primary 24/7 coverage of the entire state. To address the ongoing challenge of staff and resource capacity, DMH will utilize the experience of budgeting and capacity planning developed through the Lifeline Capacity Building grant to establish an appropriate budget request when exploring future funding structures for the Lifeline. Additionally, DMH will need technical assistance to explore text and chat capabilities for our member centers, as we have not utilized this capability in our state.

2. Funding structure for Lifeline Contact Centers:

Considering the small size of Vermont, a 9-8-8 tax levy in addition to the already implemented 911 tax could be controversial and the economic impact would be felt by Vermont residents already struggling economically. DMH will address these challenges by continuing to educate the Vermont legislature about the importance of prioritizing sustainable 9-8-8 funding in the state budget. The department will also present the 9-8-8 implementation plan to the MHBG Advisory Committee to consider prioritizing this initiative within MHBG funding. Additionally, DMH is meeting with philanthropic organizations to explore private funding options.

3. Capacity building for current and projected 9-8-8 volume for calls, texts, chats, and follow-up services.

DMH will work with our Lifeline Centers Coalition to determine what agencies need to expand their staffing capacity and what would be helpful in incentivizing crisis clinicians who work challenging hours and are at risk of vicarious trauma and burnout. NCSS has identified a successful workflow for follow up that can be applied to NKHS and any additional new members.

4. State/Territory support of Lifeline's operational, clinical & performance standards for centers answering 9-8-8.

DMH has been successful throughout our current capacity building grant in supporting Lifeline's operational, clinical, and performance standards with NCSS. DMH will work with our Quality Management team to complete an initial "landscape analysis" of the Lifeline centers in our region. The department plans to utilize this information with our Lifeline Coalition

to ensure that Lifeline centers are fully integrated into emergency service operations throughout the state. DMH intends to use the final implementation plan developed through this grant as the foundation for establishing a seamless access point through the Lifeline to effective assessment, triage, referral, and follow up care for all individuals calling the Lifeline in need of support.

5. Identification of key stakeholders for 9-8-8 roll out:

Key stakeholders include: Vermont Dept. of Mental Health Adult and Child, Youth, and Family State Program Standing Committees meet monthly and include individuals with lived experience of suicidal thoughts, attempts, and/or loss; NCSS/NKHS representative; Mobile crisis representative – Emergency Services Director Group Chair; CHL, NAMI, AFSP – members; Pathways Vermont – Peer Support Service providers; Vermont State Police - Public Safety Answering Points (PSAPs) – 911 Dispatch; Cultural resource representative from the Refugee Mental Health Working Group.

6. In partnership with the Lifeline, State and territory agencies shall ensure Lifeline member centers in their region have systems in place to maintain local resource and referral listings.

Current Lifeline members are required to have a list of statewide resources they submit to the department for review. However, the suggestions in this application have inspired us to require a more substantive list to include culturally relevant support services that support racial justice for BIPOC individuals, domestic violence supports, and other more comprehensive, inclusive resources. DMH will work with the coalition and appropriate existing content experts from underrepresented groups to achieve this aim.

7. State and territory agencies shall ensure all centers in their region are able to provide follow up services to 9-8-8 users according to Lifeline best practices.

NCSS currently provides follow up when necessary and agreed to by the client. Barriers to follow up include callers from other regions of the state who are best served by their local community mental health agency for follow up rather than the Lifeline member. DMH will work with Lifeline members, the Coalition and the Designated Agencies across the state to develop appropriate referral and follow up protocols for callers in each region.

8. Alignment with national initiatives around public messaging for 9-8-8 (scope)

The Department of Mental Health will work with our existing communications team as well as partner with the Vermont Department of Health which has extensive experience marketing resources through a public health approach. Both DMH and VDH are well connected to national initiatives around public messaging for suicide prevention and will continue to follow these best practice guidelines.

9-8-8 Planning Coalition

Organization	Areas of Expertise	Current Funding
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Vermont Care Partners	Trade organization for the Designated Agencies	\$8,517,462 for Emergency Services grants to the Designated Agencies
NCSS & NKHS	Lifeline Member Centers	\$31,850 (NCSS) NKHS – amount pending Lifeline certification
Center for Health and Learning	Facilitate the VT Suicide Prevention Coalition; Lead VT Zero Suicide Implementation	\$96,800 for Zero Suicide implementation across the state
Department of Health	Public Health and statewide Communications for Suicide Prevention	\$0 specific to mental health emergency services
Vermont State Police & PSAPs	911 Emergency Response	\$550,000 for 7 regions of the state for new embedded mental health clinician initiative with State Police
NAMI & AFSP	Peer advocacy representatives	\$0 specific to mental health emergency services
Pathways VT	Peer crisis hotline providers	\$2,592,385
Cultural Resource Representative from Refugee Mental Health Working Group	Cultural Brokers for underrepresented groups	\$0 specific to mental health emergency services

Potential funding sources:

Prior to COVID-19 the Vermont Legislature was poised to pass a bill that would allocate ongoing funding to the Department of Mental Health budget to sustain in-state capacity for the Lifeline ongoing. Unfortunately, due to the pandemic the bill was abandoned, and it is unclear if there are plans to move forward with it in the coming year. DMH

will be exploring this legislative option. Additionally, the Lifeline funding priority will be brought to the Mental Health Block Grant Advisory Committee to consider as a potential priority for the upcoming budget.

DMH and the Lifeline Coalition will also explore the 9-8-8 Tax. In Vermont, the state collects 911 fees using an automatic 2% assessed on certain retail telecommunications services sold to subscribers with a Vermont address. The Vermont Enhanced 911 Board is the only entity authorized to approve expenditure of funds collected for 911 purposes. The rate is set based on the budgets for the programs it funds as passed by the Legislature. Some of these funds are used to support 911 call handling services at twenty-four (24) call-taker "seats" in the six Public Safety Answering Points (PSAPs), in the amount of \$4.3M. The Lifeline coalition will develop a proposal to explore utilizing a similar method for a 9-8-8 tax. Lastly, DMH has and will continue to meet with private funders for consideration.

Section C: Staffing

Key staff persons:

- DMH aims to hire a .5 FTE to serve as Project Director
- Christina Thompson, Quality Management Coordinator at the Department of Mental Health will be the primary liaison to the 9-8-8 Lifeline Grant Team. Christina has been co-leading Vermont's efforts for capacity building over the past year and acts as primary liaison to the current Lifeline members. Christina has experience working in community and residential mental health centers, as well as project management and coordination. Christina will be the primary state/territory liaison to local crisis centers.
- Alison Krompf, Director of Quality at the Department of Mental Health will be supervising Christina. Alison is a master's level mental health clinician with extensive experience in suicide assessment and treatment in the community mental health field. Alison is currently acting as Vermont's state suicide prevention coordinator. Christina and Alison will conduct the initial landscape analysis of current Lifeline member centers.
- The Center for Health and Learning (CHL) will assist in coordinating coalition activities for Vermont. The Department of Mental Health has been engaging in a decade long public/private partnership with the Center for Health and Learning to conduct suicide prevention coalition activities that support the state's Zero Suicide implementation initiative. Additional stakeholders will serve in contracted roles as identified.
- The Department of Mental Health, co-lead by Alison Krompf and Christina Thompson will be responsible for completing the draft and final 9-8-8 Implementation Plan.

Section D: Performance Assessment and Data

- The Department of Mental Health is currently engaged in a 2-year Lifeline Capacity Building Grant with Vibrant, and therefore are very familiar with collecting data on call volume with the centers with which we contract. The department has a good system in place for supporting call centers with reminders, and we review the data monthly to discuss any notable changes with the centers.
- NKHS will be new to reporting data in 2021, however they are receiving technical assistance both from the Department of Mental Health and the current Lifeline Center, NCSS, and we expect them to be able to perform this function appropriately.
- The Department of Mental Health is familiar with the steps necessary to bring an agency up to 80% answer rate, as we have supported NCSS to do so over the past year. The department is very willing to report on the steps we are taking to support NCSS in maintaining their current answer rate and to bring NKHS up to the same 80% threshold once they are officially certified.

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Alison Krompf
Director of Quality and Accountability
Agency of Human Services
280 State Drive
Waterbury, VT 05676

EMBARGOED INFORMATION

January 20, 2021

Dear Director Krompf,

Thank you for your agency's recent application to the Vibrant Emotional Health's National Suicide Prevention Lifeline 9-8-8 State Planning Grant Initiative.

Vibrant is pleased to inform you that your agency will be receiving an award based on the merits of your application. This letter serves as your official Notice of Award (NOA). The award amount will be \$135,000.00. **This information is embargoed until Monday, January 25, 2021 at 1pm (EST). To assist any announcements you may want to make, Vibrant's communications team will provide you with a press release template and relevant information on Friday, January 22. If you have any communications questions, please contact Hannah Collins, Senior Manager, Marketing and Communications, at hcollins@vibrant.org.**

Vibrant is pleased to provide these pivotal grants to enable states to develop strategic and thoughtful plans for how their agencies will address key coordination, capacity, funding and communication strategies to best support the launch of 988. In collaboration with Vibrant, the Lifeline member centers, and other key stakeholders, grantees will also plan for the long-term improvement and sustainability of in-state answer rates for 988 calls.

As recipients of Vibrant's grants, states will also receive extensive technical assistance from the Lifeline, Educational Development Center's Suicide Prevention Resource Center (SPRC), and our partners, such as the National Association for State Mental Health Program Directors (NASMHPD). This work comes at a critical time as our nation approaches 988's full implementation by all telecommunication companies by July 16, 2022.

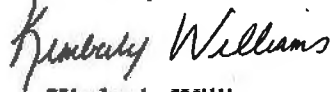
The grant period runs February 1 – September 30, 2021, with a final 988 implementation plan due to Vibrant, as administrators of the Lifeline, and the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA) by December 31, 2021.

**Hope
Happens
Here.**

In keeping with this timeline, we ask for your and your agency's cooperation to execute the project contract as quickly as possible. Specifically, we ask for your contract's office to review the contract and provide any initial questions or concerns to us by this EOB Friday, January 22, 2021. Questions should be directed to: Katie Stubblefield, Program Manager of Capacity Expansion, National Suicide Prevention Lifeline, at kstubblefield@vibrant.org.

The transition towards the nation's first three-digit number (988) for mental health crisis and suicide response represents a major opportunity to redefine, expand and elevate the level of crisis care in your state and the entire country. Thank you for being part of this important journey.

Sincerely,



Kimberly Williams
President and CEO
Vibrant Emotional Health

Cc: John Draper, Executive Director,
National Suicide Prevention Lifeline

Matt Taylor, Director of Network Development,
National Suicide Prevention Lifeline

