

MISSISSIPPI DEPARTMENT OF MENTAL HEALTH

Office of the Executive Director

WRITTEN DETERMINATION OF SOLE SOURCE PROCUREMENT

Pursuant to the Mississippi Public Procurement Review Board's (PPRB) Office of Personal Service Contract Review (OPSCR) Rules and Regulations, Title 12, Miss. Admin. Code, Part 9, Chapter 9, § 9.1

Procurement: EmPATH Unit Development Consulting Services

Proposed Vendor: MedAmerica Consulting Employees, Inc., d/b/a Inflect Health (“EmPATH Consulting”)

Contract Term: Twenty-four (24) months from execution

Total Contract Value: \$340,780 (\$170,390 per year, billed annually)

Determination Date: 6/5/2026

I. DETERMINATION

I, Wendy D. Bailey, Executive Director of the Mississippi Department of Mental Health (“DMH”), make the following written determination under § 9.1 of the PPRB OPSCR Rules and Regulations, Chapter 9: the consulting services described below shall be procured by sole source because only one vendor in the marketplace can provide the specific personal and professional services DMH requires. As § 9.1 requires, this determination is signed before any public notice of the proposed sole source procurement is posted.

II. SPECIFIC NATURE OF THE SERVICE REQUIRED

DMH is preparing to deploy state and federal funding — including resources tied to the Rural Health Transformation Grant — to develop three Emergency Psychiatric Assessment, Treatment, and Healing (“EmPATH”) units in Mississippi hospitals. The procurement at issue is two years of expert consulting support to:

- Develop and evaluate the EmPATH RFP and select three awardee hospitals from a field of approximately five to seven candidate sites;
- Conduct onsite kickoff and operational assessments at each awardee hospital;
- Provide access to the EmPATH Implementation Roadmap, including the proprietary tools, templates, and best-practice guidance needed to plan, design, staff, and operationalize each unit;
- Facilitate bi-monthly advisory meetings with each hospital and quarterly virtual learning collaboratives across all three sites for the full 24-month implementation period; and

- Align each unit’s policies, procedures, staffing, and physical design with the EmPATH model and with federal, state, and local regulatory and survey-agency standards.

The required service is not generic behavioral health consulting. It is implementation consulting on the EmPATH model specifically — a defined clinical and operational model of emergency psychiatric care with its own design standards, workflows, formularies, performance metrics, and proprietary implementation roadmap.

DMH selected the EmPATH model when preparing the State of Mississippi’s Rural Health Transformation Grant application, identified EmPATH by name as the model for the relevant use of funds, and submitted that approach to the federal Centers for Medicare & Medicaid Services (CMS) for review. CMS approved Mississippi’s application with the EmPATH model in place. The procurement at issue is the implementation of the model the State proposed and the federal government approved. A different model is not interchangeable with what was proposed, reviewed, and approved.

III. WHY ONLY ONE PROVIDER CAN MEET DMH’S NEED

EmPATH Consulting is the only vendor in the marketplace that can provide the service DMH requires, for two independent reasons. Each is sufficient on its own; together they are conclusive.

A. The EmPATH model is the work of Dr. Scott Zeller, and EmPATH Consulting is the entity through which his team delivers implementation services.

Dr. Scott Zeller created the EmPATH model and the underlying Alameda Model on which it is based. He authored the foundational literature, leads the consulting team operating under the EmPATH Consulting brand within Inflect Health, and owns the proprietary Implementation Roadmap, tools, and templates that the Statement of Work provides access to. No other vendor offers consulting on the EmPATH model from its originator and the holder of the supporting intellectual property.

B. The Statement of Work cannot be performed by a substitute vendor.

Deliverable 4 of the Statement of Work is access to the EmPATH Implementation Roadmap and its associated tools, templates, and best-practice guidance. Those materials are proprietary to EmPATH Consulting. A different vendor cannot license, replicate, or deliver them. The remaining deliverables — RFP development, awardee selection, onsite assessments, advisory meetings, and learning collaboratives — depend on the same proprietary methodology and on Dr. Zeller’s direct subject matter expertise as the model’s creator. Substituting a different consultant would not produce the same service; it would produce a different service under a different model.

IV. MARKET RESEARCH

DMH conducted market research to confirm that no alternative vendor offers comparable EmPATH-model consulting services. That research included:

- A review of the peer-reviewed and trade literature on the EmPATH model, which uniformly identifies Dr. Zeller as the model’s creator and his team as its implementation partner;
- A review of EmPATH unit deployments at peer health systems, which identifies the same consulting team as the implementation partner in every documented case; and
- An examination of the deliverables in the proposed Statement of Work — in particular the EmPATH Implementation Roadmap — which are proprietary to EmPATH Consulting and not available from any other source.

The research returned no other vendor in the marketplace that offers EmPATH-model consulting. Vendors that provide general behavioral health, emergency department, or crisis services consulting do not provide consulting on the EmPATH model and do not offer access to the proprietary implementation materials this procurement requires.

V. PRICE REASONABLENESS

The total fee for the consulting services is \$340,780 for the twenty-four-month term (\$170,390 per year, billed annually). That fee covers all consulting services, both onsite and virtual; all travel expenses; and all travel time for the full two years. There are no separately billed costs.

Because this is a sole source procurement, DMH could not establish price through competition. DMH instead determined that the fee is fair and reasonable on the following basis: the proposed fee is consistent with the rates the vendor charges other states and health systems for comparable EmPATH implementation engagements of similar scope and duration.. The scope here — support across three hospital sites, including RFP development, awardee selection, onsite assessments, two years of bi-monthly advisory meetings per site, and quarterly learning collaboratives — is reflected in the fee and is commensurate with the level of expert involvement the engagement requires.

VI. BASIS UNDER CHAPTER 9

This procurement satisfies the Single Provider basis for sole source under Chapter 9: the personal and professional service DMH requires — implementation consulting on the EmPATH model — will meet DMH’s need, and only one vendor in the marketplace provides that specific service. Both conditions are present simultaneously, and market research supports the conclusion. This is not a procurement based on vendor familiarity, convenience, or time pressure.

VII. OBJECTIONS

In accordance with § 9.2.1.2, objections to this sole source determination may be made by e-mail to co.administration@Dmh.ms.gov and the Director of OPSCR Teselyn.Funches@dfa.ms.gov no later than 5:00 p.m., June 26, 2026. DMH will acknowledge receipt of the e-mail objection to confirm or deny timely receipt of the objection by the deadline stated herein.

VIII. NEXT STEPS

Upon execution of this determination, DMH procurement staff shall:

- Post this signed determination and proposed contract on the Mississippi Procurement Portal and on the DMH website, and retain proof of the time, date, and means of publication on both platforms;
- Maintain the posting for a minimum of twenty-one (21) calendar days before submitting to PPRB (if required) or awarding the contract;
- Evaluate and respond to any objections received during the notice period, in coordination with the Director of OPSCR; and
- After execution, post the notice of award under § 9.4, remove the sole source notice from the DMH website, report the contract to OPSCR under § 9.5, and retain the complete procurement file.

AGENCY HEAD DETERMINATION AND SIGNATURE

By signing below, I certify that I have reviewed this determination and find that the requirements of PPRB OPSCR Rules and Regulations, Chapter 9, § 9.1 are satisfied. This determination is executed prior to any public notice of the proposed sole source procurement.

DocuSigned by:

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Wendy D. Bailey

Executive Director

Mississippi Department of Mental Health

Date: 6/5/2026

DEPARTMENT OF MENTAL HEALTH
PERSONAL SERVICE CONTRACT
INDEPENDENT CONTRACTOR

This Personal Service Contract (“Contract”) is made by and between the Mississippi Department of Mental Health (“DMH”) whose address is 239 North Lamar Street, Suite 1101, Robert E. Lee Building, Jackson, Mississippi 39201 and

EmPATH Consulting (Contractor)
2100 Powell St.
Emeryville, California 94608,

under the following terms and conditions:

1. Scope of Services
Federal terms applicable to this contract are required and included as Attachment A. The Contractor will provide services as specified in the Scope of Services listed in Attachment B.

2. Contract Term
The period of performance of services under this Contract shall begin on July 1, 2026 and shall end no later than June 30, 2028, unless this Agreement is terminated pursuant to the provisions described in section “7.” and section “8 of this Agreement.

3. Consideration
As consideration for the performance of this Contract, the Contractor shall be paid an amount not to exceed \$340,780.00 in accordance with the terms of this Contract. The services described in Attachment A shall be provided on terms as in the solicitation or negotiation of the parties, where appropriate. Contractor shall submit monthly invoice for services provided in the previous month for approval by the DMH. The invoice shall include: (a) a reference to this Contract (b) Contractor’s taxpayer identification number (c) any other details as the DMH may reasonably request. It is agreed that, in no event, the total compensation paid to Contractor will exceed the specified amount contained in this paragraph.

4. APPROVAL
It is understood that if this contract requires approval by the Public Procurement Review Board and/or the Mississippi Department of Finance and Administration Office of Personal Service Contract Review, and this contract is not approved by the PPRB and/or OPSCR, it is void and no payment shall be made hereunder.

5. APPLICABLE LAW

The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws, provisions, and any litigation with respect thereto shall be brought in the courts of the State. Contractor shall comply with applicable federal, state, and local laws and regulations.

6. **PAYMODE**

Payments by state agencies using the State's accounting system shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of Contractor's choice. The State may, at its sole discretion, require Contractor to electronically submit invoices and supporting documentation at any time during the term of this Agreement. Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

7. **Termination**

The DMH may terminate this Contract with or without cause upon ten (10) days written notice to the Contractor. The Contractor may terminate this Contract with cause upon thirty (30) days written notice to the DMH.

A. TERMINATION FOR CONVENIENCE

(1) *Termination.* The DMH Executive Director or designee may, when the interests of the State so require, terminate this contract in whole or in part, for the convenience of the State. The DMH Executive Director or designee shall give written notice of the termination to Contractor specifying the part of the contract terminated and when termination becomes effective.

(2) *Contractor's Obligations.* Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination Contractor will stop work to the extent specified. Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The DMH Executive Director or designee may direct Contractor to assign Contractor's right, title, and interest under terminated orders or subcontracts to the State.

Contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

B. TERMINATION FOR DEFAULT

(1) *Default.* If Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract or any extension thereof, or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the DMH Executive Director or designee may notify Contractor in writing of the delay or nonperformance and if not cured in ten (10) days or any longer time specified in writing by the DMH Executive Director or designee, such officer may terminate Contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the DMH Executive Director or designee may procure similar

supplies or services in a manner and upon terms deemed appropriate by the DMH Executive Director or designee. Contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

(2) *Contractor's Duties.* Notwithstanding termination of the contract and subject to any directions from the procurement officer, Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Contractor in which the State has an interest.

(3) *Compensation.* Payment for completed services delivered and accepted by the State shall be at the contract price. The State may withhold from amounts due Contractor such sums as the DMH Executive Director or designee deems to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders and to reimburse the State for the excess costs incurred in procuring similar goods and services.

(4) *Excuse for Nonperformance or Delayed Performance.* Except with respect to defaults of subcontractors, Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if Contractor has notified the DMH Executive Director or designee within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, Contractor shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit Contractor to meet the contract requirements. Upon request of Contractor, the DMH Executive Director or designee shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, Contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the State under the clause entitled "Termination for Convenience" in fixed price contracts and "Termination" in cost-reimbursement contracts.

(5) *Erroneous Termination for Default.* If, after notice of termination of Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the State, be the same as if the notice of termination had been issued pursuant to such clause.

(6) *Additional Rights and Remedies.* The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

C. TERMINATION UPON BANKRUPTCY

This contract may be terminated in whole or in part by DMH upon written notice to Contractor, if Contractor should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by Contractor of an assignment for the benefit of its creditors. In the event of such termination, Contractor shall be entitled to recover just and equitable compensation for satisfactory work performed under this contract, but in no case shall said compensation exceed the total contract price.

8. **AVAILABILITY OF FUNDS**

It is expressly understood and agreed that the obligation of the DMH to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the DMH, the DMH shall have the right upon ten (10) working days written notice to the Contractor, to terminate this Agreement without damage, penalty, cost or expenses to the DMH of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination. (MCA Section 27-104- 25(3)). DMH shall have the sole right to determine whether funds are available for the payments or performances due under this Contract.

9. **COMPLIANCE WITH LAWS**

The Contractor understands that the DMH is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful, and the Contractor agrees during the term of the agreement that the Contractor will strictly adhere to this policy in its employment practices and provision of services. The Contractor shall comply with, and all activities under this Contract shall be subject to, all DMH policies and procedures and all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

10. **PROCUREMENT REGULATIONS**

The contract shall be governed by the applicable provisions of the Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations, a copy of which is available at 501 North West Street, Suite 701E, Jackson, Mississippi 39201 for inspection, or downloadable at <http://www.DFA.ms.gov>.

11. **REPRESENTATION REGARDING CONTINGENT FEES**

Contractor represents that it has not retained a person to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in Contractor's bid or proposal.

12. **REPRESENTATION REGARDING GRATUITIES**

The bidder, offeror, or Contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the *Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*.

13. **TRADE SECRETS, COMMERCIAL AND FINANCIAL INFORMATION**

It is expressly understood that Mississippi law requires that the provisions of this contract which contain the commodities purchased or the personal or professional services provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information and shall be available for examination, copying, or reproduction.

14. **STOP WORK ORDER**

(1) *Order to Stop Work:* The Procurement Officer, may, by written order to Contractor at any time, and without notice to any surety, require Contractor to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to Contractor unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the Procurement Officer shall either:

(a) cancel the stop work order; or,

(b) terminate the work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this contract.

(2) *Cancellation or Expiration of the Order:* If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Contractor price, or both, and the contract shall be modified in writing accordingly, if:

(a) the stop work order results in an increase in the time required for, or in Contractor's cost properly allocable to, the performance of any part of this contract; and,

(b) Contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the Procurement Officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.

(3) *Termination of Stopped Work:* If a stop work order is not canceled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.

(4) *Adjustments of Price:* Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment clause of this contract.

15. **E-PAYMENT**

Contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The agency agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. Mississippi Code Annotated § 31-7-301 *et seq.*

16. **E-VERIFICATION**

If applicable, Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008 and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 *et seq.* The term “employee” as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, “status verification system” means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of such compliance. Upon request of the State and after approval of the Social Security Administration or Department of Homeland Security when required, Contractor agrees to provide a copy of each such verification. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this agreement may subject Contractor to the following:

- (1) termination of this contract for services and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public;
- (2) the loss of any license, permit, certification, or other document granted to Contractor by an agency, department, or governmental entity for the right to do business in Mississippi for up to one (1) year; or,
- (3) both. In the event of such cancellation/termination, Contractor would also be liable for any additional costs incurred by the State due to Contract cancellation or loss of license or permit to do business in the State.

17. **TRANSPARENCY**

This contract, including any accompanying exhibits, attachments, and appendices, is subject to the “Mississippi Public Records Act of 1983,” and its exceptions. See Mississippi Code Annotated §§ 25-61-1 *et seq.* and Mississippi Code Annotated § 79-23-

1. In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Mississippi Code Annotated §§ 27-104-151 *et seq.* Unless exempted from disclosure due to a court-issued protective order, a copy of this executed contract is required to be posted to the Department of Finance and Administration’s independent agency contract website for public access at <http://www.transparency.mississippi.gov>. Information identified by Contractor as trade secrets, or other proprietary information, including confidential vendor information or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes, will be redacted.

18. **Record Retention and Access to Records**

The Contractor agrees that the DMH or any of its duly authorized representatives at any time during the term of this Agreement shall have unimpeded, prompt access to and the right to audit and examine any pertinent books, documents, papers, and records of the Contractor related to the Contractor’s charges and performance under this Agreement. In addition, such records, including, but not limited to, financial records, supporting documents, statistical records and all other records pertinent to the services performed under this Contract shall be maintained and made available to DMH, any state agency authorized to audit DMH, the federal grantor agency, the Comptroller General of the United

States or any of their duly authorized representatives. The Contractor agrees to refund to the DMH any overpayment disclosed by any such audit arising out of or related in any way to this contract. All records related to this Agreement shall be kept by the Contractor for a period of five (5) years after final payment under this Agreement and all pending matters are closed, unless the DMH authorizes their earlier disposition. However, if any litigation, claim, negotiation, audit or other action arising out of or related in any way to this Contract has been started before the expiration of the five (5) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved.

19. Assignment

The Contractor shall not assign, subcontract, or otherwise transfer in whole or in part, its rights or obligations under this Contract without prior written consent of the DMH. Any attempted assignment or transfer without said consent shall be void and of no effect.

20. Independent Contractor

The Contractor shall perform all services as an Independent Contractor and shall at no time act as an agent for the DMH. No act performed, or representation made, whether oral or written, by the Contractor with respect to third parties shall be binding on the DMH. Neither the Contractor nor its employees shall, under any circumstances, be considered servants, agents, or employees of the DMH; and the DMH shall no time be legally responsible for any negligence or other wrongdoing by the Contractor, its servants, agents, or employees. It is expressly understood and agreed that DMH enters into this Contract with Contractor based on the procurement of professional services and not based on an employer-employee relationship. For all purposes under this Contract, it is understood that the consideration expressed herein constitutes full and complete compensation for all services and performances hereunder, and that any sum due and payable to Contractor shall be paid as a gross sum with no withholdings or deductions being made by DMH for any purpose from said Contract sum. Contractor accepts exclusive responsibility for the payment of Federal Income Tax, State tax, Social Security, and any other withholdings that may be required.

Contractor represents that it is qualified to perform the duties to be performed under this Contract and that it has, or will secure, if needed, at its own expense, applicable personnel who shall be qualified to perform the duties required under this Contract. Such personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of DMH. Any person assigned by Contractor to perform the services hereunder shall be the employee of Contractor, who shall have the sole right to hire and discharge its employee. DMH may, however, direct Contractor to replace any of its employees under this Contract. Contractor will be responsible for the behavior of all its employees and subcontractors while on the premises if any DMH location. Any employee or subcontractor of Contractor acting in a manner determined by the administration of that location to be detrimental, abusive, or offensive to any of the staff will be asked to leave the premises and may be suspended from further work on the premises. All employees and subcontractors of Contractor who will be working at such locations shall be covered by Contractor's comprehensive general liability insurance policy. Contractor shall pay when due, all salaries and wages of its employees and it accepts exclusive responsibility for the payment of federal income tax, state income tax, social security, unemployment compensation and any other withholdings that may be required. Neither Contractor nor its employees are entitled to state retirement or leave benefits.

21. Modification or Renegotiation

This Agreement may be modified, altered, or changed only by written agreement signed by the parties

hereto. The parties agree to renegotiate the agreement if federal, state and/or the DMH revisions of any applicable laws or regulations make changes in this Contract necessary.

22. Procurement Regulations

The contract shall be governed by the applicable provisions of the *Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*, a copy of which is available at 501 North West Street, Suite 701E, Jackson, Mississippi 39201 for inspection, or downloadable at <http://www.DFA.ms.gov>.

23. Ownership of Documents and Work Papers

The DMH shall own all documents, files, reports, work papers and working documentation, electronic or otherwise, whether completed or in progress, created in connection with the Project, which is the subject of this Contract, except for the Contractor's internal administrative and quality assurance files and internal project correspondence. The Contractor shall deliver such documents and work papers to the DMH upon termination or completion of the Contract. The foregoing notwithstanding, the Contractor shall be entitled to retain a set of such work papers for its files. The Contractor shall be entitled to use such work papers only after receiving written permission from the DMH and subject to any copyright protections.

24. Indemnification

To the fullest extent allowed by law, the Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the DMH, its officers, employees, agents, and representatives, and the State of Mississippi from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, and claims for damage arising out of or caused by the Contractor and/or its partners, principals, agents, employees and/or subcontractors in the performance of or failure to perform this Contract.

25. Third Party Action Notification

The Contractor shall notify DMH in writing within five (5) business days of its receipt of liquidation or receivership proceedings or within five (5) business days of its receipt of notification of any action or suit being filed or any claim being made against Contractor or DMH by any entity that may result in litigation related in any way to this Contract and/or which may affect the Contractors performance under this Contract. Failure of the Contractor to provide such written notice to DMH shall be considered a material breach of this Contract and the DMH may, at its sole discretion, pursue its rights as set forth in the Termination clauses herein and any other remedies it may have at law or in equity.

26. Notices

All notices required or permitted to be given under this Contract must be in writing and personally delivered or sent by facsimile provided that the original of such notice is sent by certified United States mail postage prepaid, return receipt requested, or overnight courier with signed receipt, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the Contractor:
EmPATH Consulting (Contractor)
2100 Powell St.
Emeryville, California 94608,

For DMH:
Kelly Breland, Contract Coordinator
Mississippi Department of Mental Health
239 North Lamar Street, Suite 1104
Jackson, Mississippi 39201

27. Severability

If any term or provision of this Contract is prohibited by the laws of this State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Contract shall not be affected thereby, and each term and provision of this Contract shall be valid and enforceable to the fullest extent permitted by law.

28. Change in Scope of Work

The Mississippi Department of Mental Health may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the contract. No services may be changed, no changes to the amount of compensation to the Contractor or other adjustments to the contract, unless such changes or adjustments have been made by written amendment to the contract signed by the Mississippi Department of Mental Health and the Contractor.

If the Contractor believes that any particular work is not within the scope of the project, is a material change, or will otherwise require more compensation to the Contractor, the Contractor must immediately notify the Mississippi Department of Mental Health in writing of this belief. If the Mississippi Department of Mental Health believes that the particular work is within the scope of the contract as written, the Contractor will be ordered to and shall continue with the work as changed and at the cost stated for the work within the scope.

29. Failure to Enforce

Failure by the DMH, at any time, to enforce the provisions of the Contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the Contract or any part thereof or the right of the DMH to enforce any provision at any time in accordance with its terms.

30. Conflict of Interest

Contractor shall notify the DMH of any potential conflict of interest resulting from the representation of or service to other clients. If such conflict cannot be resolved to the DMH's satisfaction, the DMH reserves the right to terminate this Contract.

31. Sovereign Immunity

By entering into this Contract with Contractor, the State of Mississippi does, in no way, waive its sovereign immunities or defenses, as provided by law.

32. Confidential Information

Contractor shall treat all DMH data and information to which it has access by its performance under this Contract as confidential and shall not disclose such data or information to a third party without specific written consent of DMH. In the event that Contractor receives notice that a third-party requests divulgence of confidential or otherwise protected and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of such information, Contractor shall promptly inform the DMH and thereafter respond in conformity with such subpoena to the extent mandated by state and/or federal laws, rules and regulations. This Article shall survive termination or completion of this Contract and shall continue in full force and effect and shall be binding upon the Contractor and its agents, employees, successors, assigns, subcontractors or any party or entity claiming an interest in this Contract on behalf of, or under the rights of the Contractor following any termination or completion of this Contract.

33. Waiver

No delay or omission by either party to this agreement in exercising any right, power, or remedy hereunder or otherwise afforded by contract, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either party to this agreement shall be valid unless set forth in writing by the party making said waiver. No waiver of or modification to any term or condition of this agreement will void, waive, or change any other term or condition. No waiver by one party to this agreement of a default by the other party will imply, be construed as or require waiver of future or other defaults.

34. Attorney's Fees and Expenses

Subject to other terms and conditions of this agreement, in the event Contractor defaults in any obligations under the agreement, Contractor shall pay to the State all costs and expenses (including, without limitation, investigative fees, court costs, and attorney's fees) incurred by the State in the enforcing of this agreement or otherwise reasonably related thereto. Contractor agrees that under no circumstances shall the customer be obligated to pay any attorney's fees or costs of legal action to the Contractor.

35. Insurance

The contractor shall maintain at least the minimum level of workers' compensation insurance, comprehensive general liability, or professional liability insurance with minimum limits of \$50,000 per case. The Mississippi Department of Mental Health reserved the right to request from carriers, certificates of insurance regarding the required coverage. Insurance carriers must be licensed or hold a Certificate of Authority from the Mississippi Department of Insurance. The vendor shall be prepared to provide evidence of required insurance upon request by DMH at any point during the contract period and should consult with legal counsel regarding its obligations.

36. Entire Agreement

This Contract constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes or replaces any, and all prior negotiations, understandings, and agreements, written or oral, between the parties relating thereto.

37. Approval

It is understood that this contract requires approval by the Public Procurement Review Board and/or the Mississippi Department of Finance and Administration Office of Personal Service Contract

Review and this contract is not approved by the PPRB and/or OPSCR, it is void and no payment shall be made hereunder.

38. Contract Management

If the Contractor fails to satisfactorily complete the deliverables noted in the scope of services, the Contracting Agency will inform the Contractor, and the Contractor shall complete corrective action within twenty-four (24) hours. No payment shall be made to the Contractor until all deficiencies have been corrected. If the Contractor exhibits a pattern of non-performance as shown by repeated deficiencies, the Contracting Agency may terminate the contract without further obligation to the Contractor.

This Contract has been entered into and executed by DMH and Contractor hereto as of the day and year first above written.

Contractor

Date

Mississippi Department of Mental Health

Date

Attachment A

The Parties understand and agree that the use of CMS RHT Program funds, as described in the Agreement, is subject to the applicable federal terms and conditions contained in **2 CFR 200 Appendix II** – *Contract Provisions for Non-Federal Entity Contracts Under Federal Awards*, including, but not limited to:

1. CLEAN AIR ACT

The Contracted Party agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

The Contracted Party agrees to report each violation to DMH and understands and agrees that DMH will, in turn, report each violation as required to assure notification to CMS, and the appropriate Environmental Protection Agency Regional Office.

The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by CMS.

2. FEDERAL WATER POLLUTION CONTROL ACT

The Contracted Party agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

The Contracted Party agrees to report each violation to the DMH and understands and agrees that the DMH will, in turn, report each violation as required to assure notification to CMS, and the appropriate Environmental Protection Agency Regional Office.

The Contracted Party agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by CMS.

3. BYRD ANTI-LOBBYING AMENDMENT

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended) Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency. Contractor must sign and submit to the non-federal entity the following certification.

Attachment A

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements The undersigned certifies, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Printed Name

Title of Authorized Official

Date

Attachment A

4. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

- (a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FAR 52.204-25 and 2 CFR 200.216, Prohibitions on Expending CMS Award Funds for Covered Telecommunications Equipment or Services, as used in this clause—
- (b) Prohibitions.
- 1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
 - 2) Unless an exception in paragraph C of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from CMS to:
 - i. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - ii. Enter, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - iii. Enter, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
 - iv. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
- (c) Exceptions.

Attachment A

- 1) This clause does not prohibit contractors from providing—
 - i. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - ii. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
 - 2) By necessary implication and regulation, the prohibitions also do not apply to:
 - i. Covered telecommunications equipment or services that:
 - a) Are not used as a substantial or essential component of any system; and
 - b) Are not used as critical technology of any system.
 - ii. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.
- (d) Reporting requirement.
- 1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
 - 2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:
 - i. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
 - ii. Within 10 business days of submitting the information in paragraph (d) (2)(i) of this clause: Any further available information about

Attachment A

mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

- (e) Subcontracts. The Contracted Party shall insert the substance of this clause, including paragraph (e), in all subcontracts and other contractual agreements.

5. DOMESTIC PREFERENCE FOR PROCUREMENTS

Contractor should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

6. RECOVERED MATERIALS

(a) A recipient or subrecipient that is a State agency or agency of a political subdivision of a State and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, [42 U.S.C. 6962](#). The requirements of Section 6002 include procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at [40 CFR part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(b) The recipient or subrecipient should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products. See Executive Order 14057, section 101, Policy.

7. DEBARMENT AND SUSPENSION

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. Pt. 3000. As such Contractor is required to verify that none of Contractor, its principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

Attachment A

- (2) Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by Care Collaborative. If it is later determined that Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Care Collaborative, the federal government may pursue available remedies, including by not limited to, suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.



Proposal of Consultation Assistance

EmPATH Units Development

Mississippi Department of Mental Health
March 2026

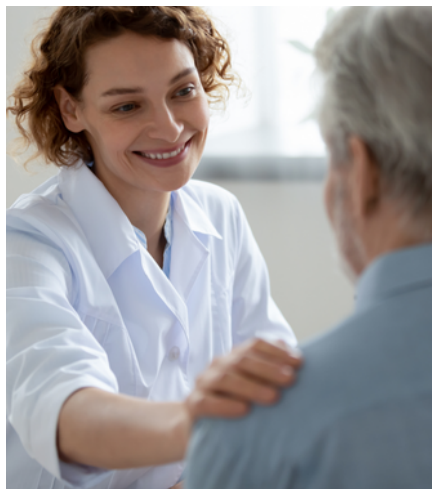


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Meet the EmPATH Consulting Team

Introducing Scott Zeller, MD

Lead Physician Consultant,
EmPATH Consulting



Dr. Zeller is the creator of the EmPATH (Emergency, Psychiatric, Assessment, Treatment and Healing) model. He is also the Vice President of Acute Psychiatry for Vituity where he is responsible for overall strategy and business development of the practice.

He is Past-President of both the American Association for Emergency Psychiatry and the National Coalition on Psychiatric Emergencies, and currently serves as a professor at two medical schools.

He was formerly Chief, Psychiatric Emergency Services for Oakland, CA, where he developed the blueprint for improving emergency psychiatric services known as the “Alameda Model”.

He has authored multiple textbooks, book chapters and peer-reviewed articles, lectures internationally as a keynote speaker, and is known as the co-inventor of On-Demand Emergency Telepsychiatry. He led Project BETA (Best Practices in the Evaluation and Treatment of Agitation), which produced guidelines that have revolutionized the care approach

to agitated individuals around the world by changing the focus from coercive containment to compassionate de-escalation.

The National Council awarded him the 2015 USA Doctor of the Year for Behavioral Health, the 2019 Ritz E. Heerman Memorial Award for improving healthcare for all Californians by the California Hospital Association, in 2020 he received the HCD-10 award for being highly influential in healthcare design from *Healthcare Design Magazine*, and in 2024 he was presented the University of California-Riverside Healthcare Innovation Award. This year he is recipient of the 2026 Center for Healthcare Design "Changemaker" Award, the highest honor at the International Planning, Design and Construction Summit.

Over the past 12 years, Dr. Zeller has consulted for over 300 hospitals, health systems, and state and federal associations regarding behavioral health projects.

His focus is advocating for providing timely, targeted and optimal crisis care in a therapeutic environment, highlighting sustainability, cost effectiveness, and the recognition that the environment of care can also be part of treatment.

His leadership is helping to improve and reimagine emergency care worldwide for psychiatric patients, which allows general emergency departments to focus on providing better care for all.

Introducing Kimberly Walton MSN, RN

Senior Nurse Consultant,
EmPATH Consulting



Kimberly is a professional nurse leader with over 20 years of nursing leadership in various settings including behavioral Health, skilled nursing, emergency nursing and acute care. Kimberly is a highly experienced Senior Behavioral Health Consultant with over 7 years of specialized experience in supporting emergency psychiatry.

She is a Subject Matter Expert (SME) for EmPATH day-to-day operations, encompassing workflows, survey readiness, and staff education. She is a highly motivated individual with experience in nursing management, supervisory, and nursing education. She effectively works with nursing leadership, staff, medical staff and ancillary departments to create strategic alliances.

Introducing Seth Thomas, MD, FACEP

Physician Consultant,
EmPATH Consulting



Dr. Seth Thomas is an emergency physician and Director of Quality and Performance. He earned his medical degree from Albany Medical College and completed his emergency medicine residency at Loma Linda University Medical Center. Based near Sacramento, CA, he works clinically and focuses on improving Emergency Department operations, flow, and efficiency.

He has a strong interest in emergency psychiatry and is actively involved in developing local, regional, and national solutions for medical clearance, risk assessment, and ED-based rapid treatment protocols.

Introducing Eliza Stein, MSN, CNL, RN

Nurse Consultant,
EmPATH Consulting



Eliza has over 8 years of experience in healthcare as a travel emergency room nurse and as a program manager for large health systems and community health organizations.

Her experience working in numerous ERs throughout the country has made her committed to making the EmPATH model the standard of care for patients experiencing psychiatric emergencies. Eliza earned her bachelor's degree in Cognitive Behavioral Neuroscience from the University of Michigan and a master's in nursing from Rush University with a certificate in Clinical Nurse Leadership.

Introducing Cindy Moccio

Administrative Coordinator,
EmPATH Consulting



Cindy has over 30 years of experience as an Administrative Assistant. Early in her career she served in the Business Banking division at First Interstate Bank servicing commercial loans. She has spent the past 28 years before joining the team at Inflect Health serving as the Executive Assistant and Board Clerk to one of the largest district hospitals in California.



Development & Implementation

Statement of Work

The EmPATH Consulting Team, under Dr. Scott Zeller's leadership, will assist in providing resources and consultation to develop three EmPATH Units in the state of Mississippi, in compliance with federal, state, and local regulations, guidelines, and survey agency standards including but not limited to the following:

1. Along with hospital leadership and designated personnel, assist in the creation of a project timeline to drive the unit creation process along scheduled milestones, and assure targets are being met in timely fashion during development, and all necessary goals are completed prior to due date/opening date.
2. Assist in the development and documentation of unit policies and procedures, job descriptions, formularies, admission processes, milieu management practices, performance metrics, clinical workflows, discharge algorithms and standardized hand-off tools.
3. Alignment of the unit with state involuntary detention guidelines and involuntary medication and treatment code and laws, including ensuring policies and procedures meet applicable rules and regulations, and assuring that the unit is in a constant ready state for all potential surveying agencies.
4. Consultative assistance in meeting standards of state licensing requirements.

Statement of Work

(Continued)

5. Involvement in design/blueprints/layout of unit including creating optimal workflow/unit design match, meeting all national facility guidelines standards, compliance with all ligature requirements and obligations.

6. Assist with improving the door to psychiatrist time by evaluating and improving unit and Emergency Department workflows.

7. Meet with relevant stakeholder organizations ie. county mental health and public health Department leaders, advocacy agencies, patient and family support organizations, potential referral medical organizations, to build consensus and support for the new unit.

8. Assist in creating individualized job descriptions for all multidisciplinary team positions; ensure positions meet criteria for appropriate skill sets for the unit tasks while aligning with health system standards and practices for organization job descriptions.

9. Consult with the Informatics team on the EMR build for templates, data collection, data reports, tracking boards and other items as needed, consistent with best-practice metrics collecting consistent with analogous programs and sites.

10. Provide consulting services and recommendations on ancillary services including Dietary, Laboratory, Pharmacy, Security, and EVS.

Statement of Work

(Continued)

11. Provide recommendations and work with pharmacy to assure appropriate medications are stocked in pyxis and meet the hospital formulary and align with national best-practices guidelines on general medicines and psychopharmacologic medicines for an Emergency Psychiatry facility.

12. Assist in creating nursing competencies and help plan testing and documentation of competencies.

13. Participate in meetings, including regular committee meetings, as requested by the hospital leadership team.

14. Support requests to partner with health system, local and state behavioral health representatives buy-in for reimbursement and unit approval.

15. Assist with determination of training and orientation programming and directly assist with training of all personnel, including providers and nursing.

Deliverables

Duration: 24 months

- 1. EmPATH RFP Application Support:** Provide strategic guidance and subject matter expertise to support the development, refinement, and evaluation of the EmPATH RFP application process.
- 2. Hospital Site Visits to Support Selection of Awardees:** Conduct two full days of onsite assessments across approximately 5–7 hospitals throughout Mississippi to evaluate organizational readiness for EmPATH implementation and inform the selection of three awardee hospitals.
- 3. Onsite Kickoff & Assessment:** Conduct three onsite kickoff and operational assessment visits – one per selected hospital – to align leadership, evaluate current state, and identify key priorities for successful EmPATH implementation.
- 4. EmPATH Implementation Roadmap Access:** Provide access to the EmPATH Implementation Roadmap, including structured tools, templates, and best-practice guidance to support planning, design, staffing, regulatory alignment, and operationalization of the unit.
- 5. Bi-Monthly Advisory Meetings:** Facilitate twelve one-hour virtual advisory meetings per hospital (every other month for two years) to provide ongoing strategic guidance, implementation support, and problem-solving.
- 6. Virtual Learning Collaboratives:** Host four virtual collaborative sessions (two per year) bringing all three hospitals together for shared learning, peer exchange, and expert facilitation

Fee Model

Billing and Payment Terms

Total Fee: \$340,780

- This fee covers all consulting services (onsite and virtual), travel expenses, and travel time for two full years provided by the EmPATH Consulting Team.
- Fees will be billed annually. First invoice will be sent upon contract execution.
 - Year 1: \$170,390
 - Year 2: \$170,390

Subject Matter Expertise

Changemaker Award (2026)

Dr. Zeller was selected as the 2026 Changemaker Award honoree by The Center for Health Design for his transformative influence on how healthcare environments are reimagined and designed to support healing in mental health care.

Healthcare Design Most Influential (2020)

Dr. Zeller was named one of the 10 most influential people in healthcare design by *Healthcare Design Magazine* in 2020 for his work on EmPATH Units.

Facility Guidelines Institute (2019-Present)

Dr. Zeller serves as the psychiatric subject matter expert for a team of leading architects and designers exploring design considerations for behavioral health units in EDs for the 2022 Health Guidelines Revision Committee. The committee is comprised of a select multidisciplinary consensus body responsible for revising and updating the FGI Guidelines for Design and Construction of Hospitals. Founded in 1998, the Facility Guidelines Institute is a not-for-profit corporation founded to provide leadership and continuity to the Guidelines for Design and Construction revision process. The FGI Guidelines for Design and Construction documents are updated every four years to keep pace with new concepts, capabilities, and technologies in the delivery of health and residential care. The Guidelines documents are used by states to regulate health and residential care facility design and construction, through adoption of the Guidelines as code, as a basis for state written codes, as an adjunct to state codes, or for reference. In 2023, Dr. Zeller was elected to be a full voting member of the FGI and responsible for all facets of healthcare codes and guidelines in his ongoing role.

BETA HG Emergency Medicine Council (2017-2019)

Dr. Zeller served as the lead subject matter expert for a two-year project in California involving ED leaders from multiple hospitals to develop improved approaches to behavioral health patients, including better risk management in medical EDs. The project team developed a best-practices guideline for use in all California hospitals. For more information, visit:
http://www.betahg.com/services/rm_ed_emergency_medicine_council.asp

Institute For Healthcare Improvement (2018-2020)

Dr. Zeller served as the lead subject matter expert for a nationwide project on improving care and destinations for emergency psychiatric patients. Sponsored by the Well Being Trust, the project involved nine hospital chains working continually on new ideas, metrics and testing for 18 months to develop a best practice change package. For additional information, please visit:
<http://www.ihl.org/Engage/Initiatives/Integrating-Behavioral-Health-Emergency-Departmentand-Upstream/Pages/default.aspx>

New Jersey State Emergency Behavioral Health Quality Improvement Project (2021-2023)

Dr. Zeller was contracted to serve as Faculty Chair for the QIP-NJ project to improve the care of emergency psychiatric patients in hospital emergency departments throughout the state. Over 40 NJ hospitals participated in the project. QIP-NJ is a NJ Medicaid Managed Care acute care hospital pay-for-performance program administered through the NJ Department of Health (DOH), focused on behavioral health (BH) improvements. DOH supports all aspects of QIP-NJ, to include the design and implementation of a series of Learning Collaboratives for participating hospitals based on the Institute for Healthcare Improvement's Breakthrough Series (BTS) Model.

Recent Projects

To demonstrate the impact of EmPATH Consulting, we've selected several recent projects, described below.

MHSOAC EmPATH Grant Support, CA (2023-)

Selected by the Mental Health Services Oversight & Accountability (MHSOAC) to consult for 11 hospitals who were EmPATH Grant awardees across the state of California with the goal of implementing and operationalizing an EmPATH unit.

South Carolina Hospital Association EmPATH Grant Support, CA (2023-)

Selected by the South Carolina Hospital Association to consult for 13 hospitals who were EmPATH Grant awardees in South Carolina with the goal of implementing and operationalizing an EmPATH unit.

Mayo Clinic, Rochester, MN (2023-)

Provided EmPATH consulting Services to the Mayo Clinic by conducting a site visit and providing weekly support to build and operationalize an EmPATH unit. The unit is projected to open in late 2025.

University of Kentucky Medical Center (2020-2024)

Providing consulting assistance on all facets of creation and operation of an EmPATH Unit/community mental health crisis and receiving center as a joint project to improve care of the UK hospital emergency department patients and the regional mental health organization New Vista. Included work to prepare for state government authorization and review of regulations, as well as architectural, financial, and operational guidance. The new unit opened in 2024. Dr. Zeller also served as UK's keynote speaker for the psychiatric hospital's 200th anniversary celebration in June 2024.

Ascension Medical Center, Tulsa, OK (2022-2023)

Ascension brought in Vituity Consulting with a desire to create an EmPATH Unit nearby their very busy medical emergency department, which had been boarding double-digit behavioral health patients on a regular basis. Vituity provided expert assistance on site location, design, regulations and licensing, floor plan and furnishings, as well as flow and throughput planning, medical clearance protocols, policies and procedures, business case, pro forma, coding and revenue cycle management. The unit opened in 2023.

Geisinger Health, Danville, PA (2022-2026)

The Geisinger Health system, a prominent provider of healthcare and hospital services in central Pennsylvania, engaged with Vituity consulting ongoing to develop a de novo in-hospital EmPATH Unit alongside a medical Observation Unit for its general hospital campus located in the city of Danville. Their unit opened in 2023. The consulting team was involved in all aspects of creation of the unit including architectural assistance, development of flow algorithms, staffing matrixes, and training of emergency department staff in EmPATH approach, improved medication management, de-escalation techniques, and Emergency Psychiatry fundamentals.

Martin Luther King Hospital, Los Angeles, CA (2021-)

Martin Luther King Hospital engaged with Vituity to provide acute and emergency behavioral health consulting support for the construction of an EmPATH Unit on their hospital campus in Los Angeles, California. Key goals of the consultation included education on EmPATH Unit design, approach, policies, procedures, and principles, along with recommendations on ways to enhance behavioral health care and patient process flows in the main hospital and the Emergency Department.

Centra Hospital, Lynchburg, VA (2022-2024)

Centra contacted Vituity after receiving a \$1 million dollar gift to the hospital, which was earmarked for improving emergency behavioral healthcare services on their campus, and after doing extensive research on the best use for the funds, determined that an EmPATH unit was the clear choice and Vituity was the organization to help them make it a reality. Over a several day visit Dr. Zeller assisted with site location, architectural planning, regulation and licensing approaches, and coordination with the state's mental health laws and policies. The onsite consultation visit concluded with Dr. Zeller presenting on the EmPATH model in a press conference, which included state legislators and TV news anchors in the audience.

Lowell General Hospital, Lowell, MA (2021-2022)

Lowell sought external consultative support and subject matter expertise to review in detail current behavioral health acute care processes, protocols, and care settings, and to provide a comprehensive operational assessment. Vituity also provided guidance on new construction on an Emergency Psychiatry Unit using the EmPATH philosophy. Dr. Zeller led an 8-hour training course in the fundamentals of emergency psychiatric care for the hospital's behavioral health and emergency medicine providers.

McNabb Center, Knoxville, TN (2022-2024)

The McNabb Center, a long-standing leading behavioral health entity covering a large part of the state of Tennessee, located in Knoxville, engaged with Vituity consulting ongoing to develop a de novo innovative EmPATH Unit as part of an integrated urgent care facility providing both medical urgent care and emergency psychiatric services. Included involvement in all aspects of creation of the unit including architectural assistance, development of the concept with stakeholder organizations, and training of all clinical staff in EmPATH approach and Emergency Psychiatry fundamentals. The unit is expected to open in June 2024.

Henry Mayo Hospital, Placentia, CA (2021-)

Henry Mayo Hospital engaged with Vituity to provide acute and emergency behavioral health consulting, site determination, and support for the construction of an EmPATH Unit on their hospital campus in Placentia, CA. Key goals of the consultation included education on EmPATH Unit design, approach, policies, procedures, and principles, along with recommendations on ways to enhance behavioral healthcare and patient process flows in the main hospital and the Emergency Department. Vituity also met with Henry Mayo C-Suite representatives, area healthcare leaders, and Los Angeles County politicians and administrators to facilitate support and funding authorization for the planned EmPATH unit development. Vituity also assisted with the creation of a state grant application to obtain full construction financing for the EmPATH Unit in February 2022.

Decatur Morgan Hospital, Decatur, AL (2021-2022)

Decatur Morgan Hospital, located in Decatur, Alabama, engaged with Vituity consulting ongoing to develop a de novo in-hospital EmPATH Unit for the West Campus of the Decatur Morgan Health system. Included involvement in all aspects of creation of the unit including architectural assistance, and training of all clinical staff in EmPATH approach and Emergency Psychiatry fundamentals.

Kootenai Hospital, Couer d'Alene, ID (2021-2022)

Kootenai Hospital, located in Couer d'Alene, Idaho, engaged with Vituity consulting ongoing to develop a de novo in-hospital EmPATH Unit for the Main Campus of the Kootenai Health system. This unit opened in 2023. The consulting team was involved in all aspects of creation of the unit including space selection, coordination with the emergency department, architectural assistance, and training of all clinical staff in EmPATH approach and Emergency Psychiatry fundamentals.

M Health Fairview, University of Minnesota, Minneapolis, MN (2020-2021)

Provided consulting assistance on all facets of creation and operation of an EmPATH Unit in the urban setting of Minneapolis. First unit opened March 29, 2021. Three total EmPATH Units planned by the University of Minnesota's M Health System for the greater Twin Cities area, including creation of an EmPATH unit specifically for the Child and Adolescent population: <https://www.sctimes.com/story/opinion/2022/04/11/your-turn-innovation-mental-health-addiction-caremust-continue/9503347002/>

Spectrum Health, Grand Rapids, MI (2020-2021)

Spectrum Health located in Grand Rapids, Michigan engaged with Vituity consulting ongoing to develop a de novo in hospital EmPATH Unit for campus of Spectrum Health system, which opened in November 2020. Included involvement in all aspects of creation of the unit including architectural assistance, and training of all clinical staff in EmPATH approach and Emergency Psychiatry fundamentals.

Centracare Hospital, St. Cloud, MN (2020)

CentraCare engaged with Vituity to provide acute and emergency behavioral health consulting support for the construction of an EmPATH Unit on their hospital campus in St. Cloud, Minnesota. Key goals of the consultation included education on EmPATH Unit design, approach, policies, procedures, and principles, along with recommendations on ways to enhance behavioral health care and patient process flows in the main hospital and the Emergency Department. In addition, Vituity assisted with a very successful philanthropic grant request to fund creation of the EmPATH Unit, which included the creation of a summary report demonstrating the justification and benefits of developing such a unit for the St. Cloud community. CentraCare was awarded the full grant amount requested. Here is a video of the EmPATH unit, of which Dr. Zeller played an integral role with the architects on the unit design and floor plan:

<https://youtu.be/SQMhkvvgngug>

Zuckerberg San Francisco General Hospital & Trauma Center, San Francisco, CA (2019-2021)

San Francisco General Hospital engaged Vituity Consulting for assistance in the redesign of their very busy Psychiatric Emergency Services (PES) program, a 23-hour psych emergency room which is the main destination for adult 5150 psychiatric detention patients for the City and County of San Francisco. In addition to assistance with a complete redesign and expansion of the program's footprint and floor plan, Vituity provided consultation in reshaping the unit's policies and procedures, staffing matrix, and treatment philosophies, and improving patient and employee satisfaction, unit safety, and team productivity.

University of Iowa, Iowa City, IA (2017-2019)

Similar to UK as a fellow large State university hospital, Dr. Zeller helped create a successful de novo EmPATH Unit at Iowa in the University of Iowa Hospitals and Clinics system which opened in April 2019. Positive effects of this unit were demonstrated in two peer-reviewed studies in Academic Emergency Medicine, one of the top three Emergency Medicine journals:

1. <https://onlinelibrary.wiley.com/doi/abs/10.1111/acem.14118>

2. <https://pubmed.ncbi.nlm.nih.gov/34403550/>

3. <https://www.thegazette.com/subject/news/health/university-ofiowa-hospitals-new-stabilization-unit-mental-health-patients-emergency-room-alternative-20181015>

JPS Health Network JPS, Dallas/Fort Worth, TX (2019)

JPS sought external consultative support and subject matter expertise to review in detail current behavioral health acute care processes, protocols, and care settings, and to provide a comprehensive operational assessment. Goals included outlining areas of opportunity for improvement, ensuring service alignment with evidence-based best practices guidelines, and to validate processes, where appropriate. JPS is in the Dallas/Fort Worth market and is the largest provider of behavioral health services in their County. They offer multiple services across the acute and out-patient care continuum.

Community Hospital of the Monterey Peninsula (CHOMP), Monterey, CA (2019)

Vituity provided acute and emergency psychiatry consulting support to enhance behavioral health patient process flows in the ED, including appropriate triage and patient movement, collaboration with the crisis team, patient assessments and disposition planning, and EHR documentation (Epic optimization). We also provided Grand Rounds training on medication management, de-escalation and agitation management, educated key stakeholders on the EmPATH model, and met with the NBBJ architect team on the design and layout of the Unit.

Hospital Association of Southern California, Santa Barbara County, CA (2018)

Vituity Consulting performed an exhaustive review of mental health services in Santa Barbara County on behalf of HASC and member area hospitals, with a specific focus on the 5150 system, its positives and shortcomings and provided recommendations on means and methods to improve the system.

Billings Clinic, Billings, MT (2016-2018)

Vituity's Consulting team assisted from initial discussions to opening day of Montana's largest medical center's new EmPATH Unit—emergency psychiatric center for adults and children. Vituity assisted with philosophy, supporting evidence and advocacy in initial stages, to assistance with design, policies and procedures, staffing, flow and guidelines during development. We continue to serve in a consultative role since the unit opened in May 2018. Since opening, the unit has demonstrated dramatic improvement in psychiatric patient boarding times (lowering psychiatric patient ED average length of stay by over five hours) in the main hospital ED, and increasing diversions from psychiatric inpatient care, while reducing the psychiatric patient recidivism by nearly 50%.

Franciscan Alliance, Lafayette, IN (2017-2019)

Vituity Consulting was originally engaged to answer the following questions: Is there a need for an EmPATH unit in Lafayette, Indiana (serving Tippecanoe and surrounding counties)? If there is a need, what size unit would the community support? What would the reimbursement model look like? If there were an EmPATH unit created, what would the need for acute inpatient beds be? (Currently, there are three inpatient psych units in Lafayette, including a 14-bed unit at Franciscan.) Would we still need all inpatient beds? Vituity spent several days meeting onsite with all regional stakeholders, healthcare professionals and key political figures, and evaluating the local healthcare system to address these questions. This resulted in plans for an EmPATH unit at the Franciscan Hospital, in which Vituity was integrally involved in all aspects of design and development.

Carilion Clinic, Virginia Tech University (2017)

Carilion Clinic engaged with Vituity Consulting and Dr. Scott Zeller to make recommendations on how to enhance patient care services for acute and emergent psychiatric patients. The consulting team facilitated an educational overview of emergency psychiatric models and provided presentations to multi-disciplinary caregivers, focusing on improving emergency and acute care with a focus on de-escalation and modern, non-coercive acute psychiatric patient care approaches.

Providence Little Company of Mary, San Pedro/Los Angeles, CA (2017)

Vituity Consulting, Dr. Scott Zeller and the Psychiatric Practice Line worked with Providence clinical leadership to create a free-standing EmPATH unit. In addition to provision of onsite Vituity psychiatrists and Vituity telepsychiatrists, Vituity provided hands-on nursing leadership and education for the crisis stabilization unit. Vituity psychiatrists and leadership continue collaboration with Providence clinical leadership, focusing on program expansion, enhanced patient outcomes & operational efficiency.

Northern & Central California Hospital Council, CA (2017)

Vituity's consulting team was selected to participate in a recent project sponsored by Northern and Central California Hospital Council, an affiliate organization of California Hospital Association. During the six-month project, our consulting team worked directly with the Hospital Council Behavioral Health Task Force to identify specific opportunities to improve care delivery for patients experiencing mental health and substance use issues across 16 counties in Northern and Central California. Vituity worked with mental health experts from 20+ organizations to identify and address common challenges. Our consulting team identified specific advocacy opportunities to improve access to care, to create effective care coordination throughout the continuum of mental health services and to leverage technology to increase standardization and effective exchange of clinical information.

Holston Valley Medical Center, Kingsport, TN (2017)

Vituity consultants met with regional stakeholders and performed an overall assessment of the region's emergency psychiatry strengths and shortcomings. Based on these findings, it was determined that a hospital-based emergency psychiatry was indicated; the consultants then conducted a thorough EmPATH education for two days with Holston Valley Medical Center's leadership and key stakeholders across the health system. We worked collaboratively to educate on the model and philosophy of an EmPATH unit and made customized facility-specific recommendations for their site. Our team also worked with state government leaders to develop a messaging pitch for this type of program. Upon leaving, one stakeholder complimented us by saying our work "would be the biggest impact in that part of Tennessee since Davy Crockett."



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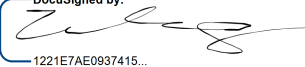
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 kelly.breland@dmh.ms.gov
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