New Contract Submission
Invitation for Bids

PPRB OPSCR Rules and Regulations Chapter 5

Agency Mississippi State Hospital

Contractor Rapid Radiology, Inc.

Period of Performance 10/8/2026 - 10/7/2030

Spending Authority Requested $240,000.00

Projected Contract Lifecycle and Budget

Contract Term	Start Date	End Date	Projected Budget
4 Year Term	10/8/2026	10/7/2030	$240,000.00

List the initial term and all renewal periods in the Contract Term column. For example, if you are submitting a three-year contract with two optional one-year renewals, you would list "Initial Term"; "Renewal Year 1"; "Renewal Year 2". List the anticipated start and end date of each period and the amount the Agency anticipates it will spend in each period. If the Contract is for more than 5 years, provide the Agency's authority to enter a contract for a term longer than five years pursuant to Rule 14.3.1 in the **Notes** section below and provide all supporting documentation.

Contract Number 8200088132

If multiple contracts were awarded for the same IFB, list them in the **Other Associated Numbers in MAGIC** section below. For each contract, you must complete page 1, the Contract section, and the Contract Approval section for each contract.

Solicitation RFx Number 3160008143

Other Associated Numbers in MAGIC

Notes (any comments or information you want to provide to OPSCR)

Preliminary Considerations
Introduction; Chapter 4

Did the Agency seek guidance from DFA or ITS regarding whether this contract is subject to the PPRB's purview or the ITS Board's purview? Yes ☐ No ☑

If yes, please identify the DFA and/or ITS staff member(s) who assisted you

Name _____ Email _____ Agency _____

Name _____ Email _____ Agency _____

Documentation of the request and the response received should be submitted to OPSCR (ex email thread).

Did the Agency issue a Request for Information prior to issuing the solicitation? Yes ☐ No ☑

The following people attended and/or responded to the RFI (name and company)

_____ _____

_____ _____

_____ _____

_____ _____

The Public Notice required by Sections 4.2 and 4.3 and the written determination required by Section 4.5 shall be submitted to OPSCR.

Content of the Invitation for Bids
Section 5.1; Appendix E

List the page number(s) in the Invitation for Bids where the following information is located

1, 5	Bid submission requirements
17	Bid form
6, 18-19	Other forms bidder is required to submit (if any)
15-16	Minimum qualifications
15-16	Description of services being procured
Exh. - B	Contract terms and conditions
4	Statement that the Agency may cancel the solicitation
4	Statement that the Agency may reject any bid submitted
Exh. - C	Statement that bidder arrived at price independently without collusion
6	Opportunity to request reconsideration of the terms of the solicitation
4	Requirement that redacted copy of bid be submitted
4	Notice that vendor is subject to exclusion if redactions made in bad faith
4	Notice that redacted bid is a public record
10, 17	Requirement that bidders acknowledge every amendment
10	Acknowledgement of Amendments Clause
10	Applicable Law Clause
10	Approval Clause
10	Availability of Funds Clause

10	Certification of Independent Price Determination Clause
10	Compliance with Equal Opportunity in Employment Policy Clause
11	Compliance with Laws Clause
11	Contract Rights Clause
11	E-Payment Clause
11	E-Verification Clause
11	Expenses Incurred in the Procurement Process Clause
12	Minor Informalities and Irregularities Clause
12	Offeror's Representation Regarding Contingent Fees Clause
12	Paymode Clause
12	Procurement Regulations Clause
12-13	Property Rights Clause
13	Representation Regarding Gratuities Clause
13	Required Public Records and Transparency Clause
13	Stop Work Order Clause
14	Termination Clause

Public Notice

Section 5.2

Documentation which proves compliance with all regulations is required.

Date on Agency website 7/15/2026 Date on Procurement Portal** 7/15/2026

Newspaper(s) Where Advertised Rankin County News

First Ad Date 7/15/2026 Second Ad Date 7/22/2026

Does the Newspaper Advertisement contain

• Agency Name	Yes ☑	No ☐
• Services Sought	Yes ☑	No ☐
• RFx Number	Yes ☑	No ☐
• Agency Official's Name	Yes ☑	No ☐
• Contact Information for Agency Official	Yes ☑	No ☐
• Bid Submission Deadline	Yes ☑	No ☐
• Means to Obtain Full IFB	Yes ☑	No ☐

The IFB was furnished directly to the following potential bidders (at least 3 required)

Rapid Radiology, Inc.	Apex Physicians
Modus Health LLC	
EQ Health Solutions, Inc.	

** Throughout this document, any reference to the Procurement Portal refers to the Buying and Selling to Government in Mississippi website https //www.ms.gov/dfa/contract_bid_search/Home/Sell. Use MAGIC to post your Solicitation, Amendments, and Notice of Intent to Award to this website. If you need assistance with posting to the Procurement Portal, contact the MMRS helpdesk at mash@dfa.ms.gov.

Date set for Receipt of Bids 8/19/2026

If the date set for receipt of bids is not at least 30 days following the date of public notice, a written determination explaining why a shorter advertising time was needed and how and why the shorter time was reasonable under the circumstances. An Agency which received PPRB approval to advertise for less than 14 calendar days shall include the PPRB minutes with the written determination.

The following potential bidders requested reconsideration of the terms of the solicitation

☑ None

Potential Bidder	Date Request Received by Agency

Date Request & Agency Response Posted to the Agency Website _____

Date Request & Agency Response Posted to the Procurement Portal _____

Date Request & Agency Response Sent to all Prospective Bidders _____

If the date listed above was less than 14 days prior to the bid submission deadline, a written determination is required that the amount of time allotted between the Agency's decision was issued prior to the bid submission deadline was reasonable under the circumstances. See Section 5.2.4.1. If more than one request for reconsideration was received and the agency did not post the response to all requests on the same day, the agency should supplement this form with the date each response was posted on the Agency website, posted on the procurement portal, and sent directly to all prospective bidders.

Amendments to the IFB

Section 5.3.4

Documentation which proves compliance with all regulations is required.
Provide as many copies of this form as necessary to report all Amendments.

☑ There were no Amendments to the IFB

Amendment #_____ Date Posted on Procurement Portal _____
Posted on the Agency Website_____ Sent to all Prospective Bidders _____
Signed Acknowledgment of Amendments Received from all Bidders? Yes ☐ No ☐

Amendment #_____ Date Posted on Procurement Portal _____
Posted on the Agency Website_____ Sent to all Prospective Bidders _____
Signed Acknowledgment of Amendments Received from all Bidders? Yes ☐ No ☐

Amendment #_____ Date Posted on Procurement Portal _____
Posted on the Agency Website_____ Sent to all Prospective Bidders _____
Signed Acknowledgment of Amendments Received from all Bidders? Yes ☐ No ☐

If the bid submission deadline is less than 14 days following the posting of any amendment to the IFB, provide a brief memorandum explaining your compliance with the requirement in Section 5.3.4.2 that Amendments be posted within a reasonable time to allow Bidders to consider them in preparing their bids.

Pre-Submission Requirements
Section 5.3

Letters of Intent Required? Yes ☐ No ☑

Deadline to submit Letters of Intent _____
Deadline must be not less than 14 calendar days after the date of public notice.

Letters of Intent received from the following Potential Bidders

_____ _____
_____ _____
_____ _____
_____ _____

Pre-Bid Conference Held? Yes ☐ No ☑ IFB Page # with Notice of Conference _____

Date of Conference _____
Conference must not be less than 14 calendar days after the date of public notice.

Location of Conference _____

Amendment # Resulting from the Pre-Bid Conference _____

Representatives from the following Potential Bidders attended

_____ _____
_____ _____
_____ _____
_____ _____

Questions Due 8/5/2026 No Questions Submitted ☐

Answers Posted _____ Amendment # _____

Bid Receipt, Opening, and Evaluation
Sections 5.4 and 5.5

Bids received from the following Bidders

Rapid Radiology, Inc.

_____ _____
_____ _____
_____ _____
_____ _____
_____ _____

Were any bids received after the submission deadline?	Yes ☐	No ☑
Were any bids received in a manner non-compliant with the IFB?	Yes ☐	No ☑
Did any Bidder withdraw its Bid?	Yes ☐	No ☑
Did any Bidder modify its Bid?	Yes ☐	No ☑
Did the Agency request any Bidder to confirm its Bid?	Yes ☐	No ☑
Did the Agency waive any minor informalities?	Yes ☐	No ☑
Did any Bidder offer more comprehensive services than requested?	Yes ☐	No ☑
Did any Bidder submit multiple or alternate bids?	Yes ☐	No ☑
Were there any low-tie bids?	Yes ☐	No ☑
Were any conditional bids received?	Yes ☐	No ☑

If the answer to any of the above questions is yes, explain the facts and how the agency addressed the issue in compliance with Sections 5.4 and 5.5 and the relevant subsections.

Were all Bidders deemed Responsive? Yes ☑ No ☐
List Bidders deemed non-responsive and explanation for that determination

Date Non-Responsive Bidders Notified _____

Were all Bidders deemed Responsible? Yes ☑ No ☐
List Bidders deemed non-responsible and explanation for that determination

Date Non-Responsible Bidders Notified _____

Notice of Intent to Award

Section 5.6.1

Documentation which proves compliance with all regulations is required.

Successful Bidder(s) Rapid Radiology, Inc.

The Notice of Intent to Award contains

• Names of all Bidders in order of overall price?	Yes ☐	No ☑	
• Each bidder's specific price?	Yes ☐	No ☑	
• Identity of non-responsive/non-responsible bidders?	Yes ☐	No ☐	N/A ☑
• Identity of intended awardee?	Yes ☑	No ☐	
• Notice of debriefing?	Yes ☑	No ☐	N/A ☐
• Notice of opportunity to request reconsideration?	Yes ☑	No ☐	
• Notice Agency Procurement File is on website?	Yes ☑	No ☐	

Date Notice of Intent to Award Posted to Agency Website 8/20/2026

Date Agency Procurement File Posted to Agency Website 8/20/2026

Date Notice of Intent to Award posted to the Procurement Portal 8/20/2026

Date Notice of Intent to Award sent to all Bidders 8/20/2026

Contract awarded to the lowest priced responsive and responsible Bidder? Yes ☑ No ☐

Debriefings

Section 5.6.2

Was a debriefing offered? Yes ☐ No ☑

If yes, have all debriefings been completed? Yes ☐ No ☐

If no, what is the anticipated date of completion? _____

The debriefings must be completed and the memorandum required by Section 5.6.2 must be submitted to OPSCR prior to the date of the PPRB meeting.

Request for Reconsideration of the Intent to Award

Section 5.6.3

Provide as many copies of this form as necessary to report all Requests for Reconsideration

The following bidders requested reconsideration of the intent to award

☑ None

Bidder	Date Request Received by Agency

Date Request & Agency Response Posted to the Agency Website _____

Date Request & Agency Response Posted to the Procurement Portal _____

Date Request & Agency Response Sent to all Prospective Bidders _____

If more than one request for reconsideration was received and the agency did not post the response to all requests on the same day, the agency should supplement this form with the date each response was posted on the Agency website, posted on the procurement portal, and sent directly to all prospective bidders.

Contract
Chapter 14, Appendix E

Provide the IFB and contract page number for the following	IFB	Contract
• Services to be performed/deliverables to be provided	15-16	Att. - A
• Period of performance	2	1
• Cost of services (fixed-price; cost reimbursement; etc)	3	2
• Insurance and/or bonding requirements	8	Att. - A
• Price adjustment language	3	2

Explain any discrepancies between the IFB language and the contract language regarding the above matters, if any.

State the page number in the contract where the following required clauses are located

2	Applicable Law Clause
5	Approval Clause
2	Availability of Funds Clause
3	Compliance with Equal Opportunity in Employment Policy Clause
3	Compliance with Laws Clause
4	E-Payment Clause
4	E-Verification Clause
9	No Limitation of Liability
5	Paymode Clause
2	Procurement Regulations Clause
3	Property Rights Clause
2	Representation Regarding Contingent Fees Clause
2	Representation Regarding Gratuities Clause
3	Required Public Records and Transparency Clause
5	Stop Work Order Clause
3-4	Termination Clause

Contract Approval
Sections 1.2.1, 1.2.2, 5.6.4, and 14.8

Date Submitted to OPSCR 9/1/2026

Requested PPRB Meeting Date 10/7/2026

Contract Effective Date* 10/8/2026
*The Contract Effective Date cannot be prior to the PPRB Meeting Date.

The contract requires regulatory board approval (other than PPRB)? Yes ☐ No ☑

Board _____

Expected Board Meeting Date _____
A copy of the Minutes showing the Regulatory Board approved the contract is required before final approval.

Contractor is qualified to do business in the State per Miss. Code §79-4-15.01? Yes ☐ No ☐
Provide documentation of registration and good standing with the Mississippi Secretary of State.

Insurance Requirements in Contract (type of insurance and amount)

General Liability	$ 1,000,000.00
Workers Compensation	$ Statutory Minimum
	$
	$
	$

A current Certificate of Insurance reflecting the required coverage must be submitted to OPSCR.

Does the contract require that the Agency be listed as an Additional Insured? Yes ☑ No ☐

What is the funding source for this contract?

100 % State General Funds

_____% Federal Funds

_____% Grant Funds (describe Grant) _____

_____% Other (describe) _____

Did the agency submit the procurement to OPSCR for a compliance review as described in Section 1.2.3 during the procurement process? Yes ☐ No ☑
If yes, all communication with OPSCR during the compliance review regarding the review shall be submitted with the contract.

Was there a conflict between the procurement requirements of the funding source and the PPRB OPSCR Rules and Regulations? Yes ☐ No ☑
If yes, the memo required by Section 1.3.2 shall be submitted to OPSCR.

Did the agency take any specific action to preserve the procurement? Yes ☐ No ☑
If yes, the memorandum required by Section 1.4.8.1 shall be submitted to OPSCR.

Did the Agency make decision(s) during the procurement process implicating the principles of competition, fairness, and transparency? Yes ☐ No ☑

If so, explain the facts underlying the decision and the legitimate business purpose supporting the agency's decision.

Has the Agency Head delegated authority to a designee to execute the contract? Yes ☐ No ☑
If yes, the memorandum required by Section 14.9 shall be submitted to OPSCR.

Are these services currently being provided to the Agency? Yes ☑ No ☐

If yes, who is currently providing the services? Rapid Radiology, Inc.

Agency Representative for PPRB Meeting Lee Varner

Email Address Lee.Varner@msh.ms.gov Telephone Number 601-351-8275

Responsible Agency Official Sandy Jordan

Title Procurement Director

Telephone Number 601-351-8057

Email Address Sandy.Jordan@msh.ms.gov

By signing below, I certify that all information provided herein and/or uploaded to MAGIC is true, correct, and complete to the best of my knowledge.

Signature Sandy Jordan Date 9-1-2026

OPSCR USE ONLY

Primary Analyst _____ Signature _____

Secondary Analyst _____ Signature _____

NOTES

Agency Procurement File Appendix D						
Rule Reference	**Required Documentation**	**May or May Not be Applicable**	**Mandatory**	**Post on Website with Notice of Intent to Award**	**Submit to OPSCR**	**Agency File**
0.1	***Purview Determination*** Communication with DFA and/or ITS regarding purview of the procurement	X			X	X
1.1.8	***PPRB's Discretionary Authority*** Any requests for exceptions to regulatory or statutory requirements	X		X	X	X
1.2.3	***Compliance Review*** Documentation regarding any compliance review(s) previously conducted by OPSCR	X			X	X
1.3.2	***Funding Source Conflict*** Written determination of conflict with funding source procurement rules; action taken	X		X	X	X
1.4.2	***Competition, Fairness, and Transparency*** Legitimate business reason(s) for decisions impacting competition, fairness, or transparency of procurement	X		X	X	X
1.4.8	***Preservation of Procurement*** A memorandum explaining any decisions made to preserve the procurement	X		X	X	X
1.4.9	***Authorized to do Business in the State*** Contractor's registration with the Mississippi Secretary of State (good standing)		X		X	X
Chapter 4	***Request for Information*** Content of RFI, proof of publication, responses received, required written determination	X			X	X

Rule Reference	Required Documentation	May or May Not be Applicable	Mandatory	Post on Website with Notice of Intent to Award	Submit to OPSCR	Agency File
5.1	***Invitation for Bids*** Full solicitation document as issued by the Agency		X	X	X	X
5.2	***Public Notice*** Proof of publication in the newspaper, procurement portal, website, and direct solicitation of 3 bidders; written determination if advertising less than 30 days		X	X	X	X
5.2.4	***Request for Reconsideration of the Terms of the Solicitation*** Any requests received; the Agency response; proof of distribution of the Agency response directly to bidders, on website, and on procurement portal; memorandum regarding reasonable time between response and submission deadline (if applicable)	X		X	X	X
5.3.1	***Letters of Intent*** A copy of all letters of intent received by the Agency	X		X	X	X
5.3.2	***Pre-Bid Conference*** Record of attendees, recording of the conference (if one is made), any documentation provided to conference attendees, amendments issued to the IFB	X		X	X	X
5.3.4	***IFB Amendments (including Q&A)*** All amendments issued; proof of distribution directly to bidders, on website, and on procurement portal; memo regarding reasonable time for distribution (if applicable)	X		X	X	X
5.4	***Receipt and Register of Bids*** Register of bids; proof of date and time all bids were received; written determination regarding consideration of late bids (if applicable)		X	X	X	X
5.4 and 5.7	***All Bids Received*** Full copies of all bids submitted to OPSCR; redacted copies posted on Agency website; documentation regarding any bid returned to the bidder and the reason(s) therefor.		X	X	X	X

Rule Reference	Required Documentation	May or May Not be Applicable	Mandatory	Post on Website with Notice of Intent to Award	Submit to OPSCR	Agency File
5.5.5	***Acknowledgement of Amendments*** Every bidder's acknowledgement of every amendment (in writing)	X		X	X	X
5.5	***Evaluation of Bids*** Documentation regarding responsive/responsible determination and evaluation of price		X	X	X	X
5.5.1 and 5.5.10	***Bid Irregularities*** Documentation regarding modification, withdrawal, or confirmation of bids; any minor informalities waived by the Agency; resolution of low tie bids; or single bid received	X		X	X	X
5.6.1	***Notice of Intent to Award*** Notice of Intent to Award and proof of distribution directly to bidders, on website, and on procurement portal, information regarding debriefings, requests for reconsideration, and the Agency Procurement File on the website (screenshot)		X	X	X	X
5.6.2	***Debriefings*** List of bidders requesting debriefing; when conducted; any other documentation	X			X	X
5.6.3	***Request for Reconsideration of the Intent to Award*** Any requests received; the Agency response; proof of distribution of the Agency response directly to bidders, on website, and on procurement portal	X		X	X	X
5.6.4	***PPRB Approval*** Correspondence with OPSCR, PPRB agenda, PPRB minutes with approval, Notice of Contract Award		X			X
5.7	***Rejection of Individual Bids*** Correspondence regarding rejection of individual bids; disposition of bids	X		X	X	X

Rule Reference	Required Documentation	May or May Not be Applicable	Mandatory	Post on Website with Notice of Intent to Award	Submit to OPSCR	Agency File
5.7	***Cancellation*** Notice of cancellation and proof of distribution; required written determination; information regarding disposition of bids	X				X
Chapter 14	***Contract*** Full contract submitted to OPSCR; contract with trade secrets redacted on website		X	X	X	X
14.8.3	***Regulatory Board Approval*** Board minutes or letter from board chair confirming approval	X			X	X
14.9	***Agency Head Designee for Contract Execution*** Written delegation by the Agency Head for designee to execute contracts	X			X	X
Appendix E	***Exception Request for Required Clauses*** Letter from Agency legal counsel requesting exception; approval by OPSCR	X			X	X

BID DOCUMENTS

AFFIDAVIT

PROOF OF PUBLICATION

RANKIN COUNTY NEWS • P.O. BOX 107 • BRANDON, MS 39043

STATE OF MISSISSIPPI
COUNTY OF RANKIN

THIS 22nd DAY OF JULY, 2026, personally came Steve Carvelli, publisher of the Rankin County News, a weekly newspaper printed and published in the City of Brandon, In the County of Rankin and State aforesaid, before me the undersigned officer in and for said County and State, who being duly sworn, deposes and says that said newspaper has been published for more than 12 months prior to the first publication of the attached notice and is qualified under Chapter 13-3-31, Laws of Mississippi, 1936, and laws supplementary and amendatory thereto, and that a certain

NOTICE TO BIDDERS

RADIOLOGY CONSULTING AND INTERPRETATION OF IMAGES

a copy of which is hereto attached, was published in said newspaper Two (2) consecutive weeks, as follows, to-wit:

Vol 179 No. 02 on the 15th day of July, 2026

Vol 179 No. 03 on the 22nd day of July, 2026

NOTICE TO BIDDERS

Invitation For Bids will be received by Mrs. Sandy Jordan, Procurement Director, Mississippi State Hospital, Building 93, P.O. Box 157-A, 3550 Hwy 468 West, Whitfield, MS 39193, up to and not later than 10:00 A.M. Wednesday, August 19, 2026, for the following goods and/or services with a projected contract start date of October 8, 2026.

MSH BID FILE: 08.19.2026.493
(RADIOLOGY CONSULTING AND INTERPRETATION OF IMAGES)
RFX: 3160008143

At which time they will be opened. Invitation for Bid documents and/or information may be obtained from:

Sandy Jordan / Procurement Director
P.O. Box 157-A / 3550 Hwy 468 West
Whitfield, MS 39193
Telephone: (601) 351-8057
Fax: (601) 351-8282
E-Mail: Sandy.Jordan@msh.ms.gov

Mississippi State Hospital reserves the right to waive minor informalities and to reject any and all bids. Mississippi State Hospital also reserves the right to amend specifications or change the opening date upon reasonable notice to all who are known to have examined or requested a copy of the specifications from the designated authority.

Sincerely,
Sandy Jordan
Purchasing Director
July 15, 22, 2026
#958

STEVE CARVELLI, Publisher

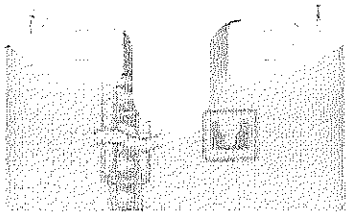
Sworn to and subscribed before me by the aforementioned Steve Carvelli this 22nd day of July, 2026

Frances Conger, Notary Public
FRANCES CONGER
My Commission Expires: January 25, 2030

STATE OF MISSISSIPPI
FRANCES CONGER
NOTARY PUBLIC
Rankin County
Commission Expires
January 25, 2030
COMMISSION NUMBER

PRINTER'S FEE: (12 cents per word for first insertion and 10 cents per word for each subsequent insertion)

171 words at .22 per word	$37.62
Proof of Publication (2)	6.00
TOTAL	**$43.62**



MSH MATERIEL MANAGEMENT BID TABULATION/RECORD

BID NO. 08.19.2026.493 DATE 8/19/26 TIME 10:00AM LOCATION 93CW

BIDS MAILED 4 BIDS REC'D 1 BIDS REJECTED N/A

WITNESSES	
NAME	TITLE
Sandra Gordon	Procurement Director
Shantae Ransom	Warehouse Team Lead

BIDS RECEIVED

VENDOR	DATE	TIME	BID $	COMMENTS
Rapid Radiology	8/19/26	10:02AM		

BID(S) ACCEPTED

VENDOR	BID AMOUNT	JUSTIFICATION
Rapid Radiology, Inc.		Only Bidder

This is to certify that the above is an accurate and complete tabulation of bids received and opened on the date and at the time shown above.

Sandra Gordon — Signature

Procurement Director — Title

8/19/2026 — Date

MSH BID OPENING ATTENDANCE LOG

MSH BID FILE NO: 08.19.2026.493 LOCATION: 93CW DATE: 8/19/2026

VISITOR'S NAME	COMPANY	TIME IN	TIME OUT
Sandra Rhodes	MSH	10:00 AM	10:05 AM
Shantae Ransom	MSH	10:00a.m	10:05a.m.

VENDOR MAILING LIST: BID FILE – 08.19.2026 (RFX – 3160008143)

RADIOLOGY CONSULTING AND INTERPRETATION SERVICES

VENDOR	ADDRESS	TELEPHONE	DATE MAILED	RESPONDED
Modus Health, LLC	1054 31st Street, NW, Ste 318, Washington, DC 20007	202-830-1100	7/15/2026	No
Rapid Radiology, Inc.	2121 Lohman's Crossing Ste 504, Lakeway, TX 78734	866-218-3754	7/15/2026	Yes
EQ Health Solutions, Inc.	8440 Jefferson Hwy Ste 101, Baton Rouge, LA 70809	225-248-7062	7/15/2026	No
Apex Physicians	41 Teal Way, Boynton Beach, FL 33436	954-918-5894	7/23/2026	No

MSH BID FILE: 08.19.2026.493/RFX 3160008143 (Radiology Consulting and Interpretation Services)

August 19, 2026 @ 10:00 A.M.

Vendor	Monthly	Diagnostic X-ray	Ultrasound	CT head or body	CT Ab/Pelv
Rapid Radiology, Inc.	1500.00	14.00/per study	35.00/per study	50.00/per study	$75.00/per study

This is to certify that the above is an accurate and complete tabulation of bids received and opened on the date and at the time shown above.

Signature: Sandy Flanders Date: 8/28/2026

MISSISSIPPI STATE HOSPITAL

P.O. BOX 157-A, WHITFIELD, MS 39193 (601) 351-8000 WWW.MSH.MS.GOV

Amy N. Carruth, Director

To: Mr. Allen Winters/National Account Executive

From: Sandy Jordan/Procurement Director

Date: August 20, 2026

RE: **NOTICE OF INTENT TO AWARD**

Please consider this notice that the Mississippi State Hospital, after careful review, intends to award a contract to provide professional radiology consulting and interpretation services, as required by Invitation for Bid 08.19.2026.493 (RFX 3160008143), to Rapid Radiology, INC., based on Rapid Radiology, Inc. submitting the only bid. Please be aware under Mississippi Public Procurement Review Board Office of Personal Services Contract Review Procurement Rules and Regulations, unsuccessful bidders may request reconsideration of MSH's intent to award a contract in accordance with Section 5.6.3 in the Office of Personal Service Contract Review Rules and Regulations.

Any Bidder may also submit a written request for debriefing to sandy.jordan@msh.ms.gov at any time prior to 3:00 p.m. CST, August 27, 2026. Any request shall list the names and titles of all individuals who will attend the debriefing on behalf of the bidder and all questions or issues the bidder wishes to discuss at the debriefing.

Upon completion of the reconsideration period or resolution of any requests for reconsiderations filed, a contract will be issued to **Rapid Radiology, Inc,** contingent upon completion of successful negotiation of terms and conditions of the solicitation referenced above.

Bidders shall also note that a copy of the complete procurement file is available for viewing on the MSH website at msh.ms.gov.

If you have any questions, you may contact me at (601) 351-8057 or by e-mail at sandy.jordan@msh.ms.gov.

Section - III
Procurement Schedule/Execution Page - MSH Bid File: 08.19.2026.493
RFX: 3160008143
Radiology Consulting and Interpretation of Images

Diagnostic X-ray	$ 14.00	per study/procedure
Ultrasound (excluding echocardiograms)	$ 35.00	per study/procedure
CT head or body, with or without contrast	$ 50.00	per study/procedure
CT Ab/Pelv	$ 75.00	per study/procedure

ADDITIONAL FEE FOR Radiology Supervision Services: $ 1,500.00 PER MONTH.

BIDS WILL BE OPENED: 10:00 A.M. Wednesday, August 19, 2026, Building 93, Mississippi State Hospital.

I certify that I am authorized to enter a binding contract if this bid is accepted. By signing below, the undersigned agrees to all terms and conditions of the Invitation for Bid, including attachments in whole, and with exception of those amendments as acknowledged in writing to bidder and signed by a duly authorized agent of THE MISSISSIPPI STATE HOSPITAL.

Bidders shall acknowledge which of the following statements is applicable regarding release of its bid document as a public record. A bidder may be deemed non-responsive if the bidder does not acknowledge either statement, acknowledges both statements, or fails to comply with the requirements of the statement acknowledged.

Please carefully read each statement below and select one.

____ Along with a complete copy of its bid, bidder has submitted a second copy of the bid document in which all information bidder deems to be confidential commercial and financial information and/or trade secrets is redacted in black. Bidder acknowledges that it may be subject to exclusion pursuant to Chapter 15 of the PPRB OPSCR Rules and Public Procurement Review Board determine redactions were made in bad faith in order to prohibit public access to portions of the bid which are not subject to Mississippi Code Annotated 25-61-9, 75-26-1 through 75-26-19, and/or 79-23-1. Bidder acknowledges and agrees that MSH may release the redacted copy of the bid document at any time as a public record without further notice to bidder. A bidder who selects this option but fails to submit a redacted copy of its bid may be deemed non-responsive.

X Bidder hereby certifies that the complete unredacted copy of its bid may be released as a public record by MSH at any time without notice to bidder. Bidder explicitly waives any right to receive notice of a request to inspect, examine, copy, or reproduce its bid as provided in Mississippi Code Annotated 25-61-9(1)(a). The bid contains no information bidder deems to be confidential commercial and financial information and/or trade secrets in accordance with Mississippi Code Annotated 25-61-9, 75-26-1 through 75-26-19, and/or 79-23-1. A bidder who selects this option but submits a redacted copy of its bid may be deemed nonresponsive.

By signing below, the undersigned agrees to all terms and conditions of the Invitation for Bid, including attachments in whole, and with exception of those amendments as acknowledged in writing to bidder and signed by a duly authorized agent of MSH.

ACKNOWLEDGEMENT OF AMENDMENTS: Bidders shall acknowledge the receipt of amendments by placing an "X" by each amendment number received:

Amendment No. 1 ( ) Amendment No.2 ( ) Amendment No.3. ( )Amendment No.4 ( )
Vendor's Quotation No. MSH2026 Date 8-10-2026

Name Of Company Rapid Radiology Telephone 866-218-3754.

Address 3698 Ranch Road 620 S, Unit 110

City/State/Zip Code Austin, TX 78738

By Allen Winters Title National Account Executive

(Signature)

The above must be completed and signed as a requirement with the bid submission.

We submit the above prices on behalf of Rapid Radiology (Vendor) and agree to provide services within days from receipt of order or notice to proceed. Unless notified to the contrary, this offer is good for 90 days from the date of the bid opening. In submitting the above bid, it is expressly agreed that upon proper acceptance of any or all items by THE MISSISSIPPI STATE HOSPITAL, a contract shall hereby be created only after a written purchase order or contract award notice is mailed or otherwise furnished to the successful bidder within the time of acceptance specified above without further action by either party. The contract shall not be assignable by the vendor in whole or in part without the written consent of Mississippi State Hospital.

Sandy Jordan, Procurement Director

REFERENCE PAGE - EXHIBIT A

COMPANY NAME	CONTACT PERSON	TELEPHONE	ADDRESS	DATE OF LAST SERVICE/SALE

NOTE: ALL REFERENCES WILL BE CONTACTED AND THEY MUST REPORT THE BIDDER TO BE OF GOOD REPUTATION IN PROVIDING SERVICES THE SAME AS THOSE REQUESTED IN THIS IFB.

YEARS IN BUSINESS

Indicate the length of time you have been in business providing the services requested in this invitation for bid: 20 Years and 0 Months

NOTE: REFERENCES WILL BE ASKED TO PROVIDE A PASS/FAIL REPUTATION RATING FOR THE BIDDER. AT LEAST TWO OF THE REFERENCES MUST REPORT THE VENDOR TO HAVE A PASS REPUTATION RATING IN ORDER FOR THE VENDOR TO BE CONSIDERED FOR BID AWARD.

EXHIBIT – C
CERTIFICATIONS AND ASSURANCES

EXHIBIT - C

CERTIFICATIONS AND ASSURANCES

I/We make the following certifications and assurances as a required element of the bid to which it is attached, understanding that the truthfulness of the facts affirmed here and the continued compliance with these requirements are conditions precedent to the award or continuation of the related contract(s):

1. Representation Regarding Contingent Fees. By responding to the solicitation the bidder represents that it has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract. If the bidder cannot make such a representation , a full and complete explanation shall be submitted in writing with the bidder's response.

2. Representation Regarding Gratuities. The bidder represents that it has not, is not, and will not offer, give, or agree to give any employee or former employee of MSH a gratuity or offer of employment in connection with any approval, disapproval, recommendation, development, or any other action or decision related to the solicitation and resulting contract. Offeror further represents that no employee or former employee of MSH has or is soliciting, demanding, accepting, or agreeing to accept a gratuity or offer of employment for the reasons previously stated; any such action by an employee or former employee in the future, if any, will be rejected by bidder. Bidder further represents that it is in compliance with the Mississippi Ethics in Government Laws, codified at Mississippi Code Annotated 25-4-101 through 25-4-121, and has not solicited any employee or former employee to act in violation of said law.

3. Certification of Independent Price Determination. By submitting a bid the bidder certifies that the prices submitted in response to the solicitation have been arrived at independently and without any consultation, communication, or agreement with any other bidder or competitor for the purpose of restricting competition.

4. Certification of Non-Debarment. By submitting a bid, the bidder certifies that it is not currently debarred from submitting bids for contracts issued by an political subdivision or agency of Mississippi and that it is not an agent of a person or entity that is currently debarred form submitting bids for contracts issued by any political subdivision or agency of the State of Mississippi.

Allen Winters

Signature of Bidder

National Account Executive

Title

8-19-2026

Date

EXHIBIT – D
BID ACKNOWLEDGEMENT AND AUTHORIZATION FORM

NOTE: IT IS MANDATORY THAT THIS PAGE BE SIGNED AND RETURNED WITH BID

EXHIBIT - D

BID ACKNOWLEDGEMENT AND AUTHORIZATION FORM
FOR PROPOSED AGREEMENT ON MSH RADIOLOGY CONSULTING AND INTERPRETATION SERVICES

1. The undersigned hereby acknowledges that he/she has read and understands the specifications, requirements, and proposed agreement regarding radiology consulting and interpretation services issued by Mississippi State Hospital (MSH). He/she further acknowledges that the bidder's proposed services fully meet or exceed those as specified in Mississippi State Hospital Invitation for Bid (IFB) for radiology consulting and interpretation services dated **July 15, 2026**. Additionally, the bidder agrees that all of its bid documents and responses to the aforementioned Invitation for Bid will, at the option of MSH, become a legally binding and essential portion of the final contract between the bidder and MSH.

2. The undersigned hereby agrees that all information contained in this Invitation for Bid is "Confidential and Proprietary Information," and agrees that it will not permit the duplication, use or disclosure of any such Confidential and Proprietary Information to any person (other than its own employees who must have such information for the performance of obligations thereunder by legal means), without authorization in writing by an authorized Officer of MSH.

3. By signing below, the undersigned acknowledges that he/she is a duly authorized agent of the company listed below and, as such, agrees to all above terms and conditions of the IFB for radiology consulting and interpretation services in whole, with exception of those amendments as acknowledged in writing to bidder and signed by a duly authorized agent of MSH.

Company Name: Rapid Radiology, Inc.

Name of Authorized Agent (Printed): Timothy A Winters

Signature of Authorized Agent: Allen Winters

Date: 8-19-2026

NOTE: IT IS MANDATORY THAT THIS FORM BE SIGNED AND RETURNED WITH BID

EXHIBIT – E
PAYMODE

EXHIBIT - E

MISSISSIPPI DEPARTMENT OF FINANACE AND ADMINISTRATION ADMINISTRATIVE RULE FOR MANDATORY ELECTRONIC PAYMENT OF VENDORS AND ELECTRONIC INVOICING BY VENDORS

Vendor Name ("Vendor"): Rapid Radiology, Inc.

Vendor has received a copy of the "Mississippi Department of Finance and Administration Administrative Rule on Mandatory Electronic Payment of Vendors."

Vendor understands that MSH is an agency of the State of Mississippi, and as such, its payments are processed by the Mississippi Department of Finance and Administration ("DFA").

Vendor agrees to one of the following:

a) Within 60 days, enroll in the State of Mississippi E-Payment vehicle, currently Paymode™, for the receipt of payment from the State of Mississippi.
b) Obtain an exemption from DFA before providing any good or services which may be billable to MSH.

Vendor understands that payment will not be received from the MSH until enrollment in Paymode™ is complete, or an exemption is granted by DFA.

Allen Winters

Signature

Timothy A Winters

Printed Name

National Account Executive

Title

8-19-2026

Date

MISSISSIPPI DEPARTMENT OF FINANCE AND ADMINISTRATION
ADMINISTRATIVE RULE
MANDATORY ELECTRONIC PAYMENT OF VENDORS

I. General Purpose.

A. The Mississippi Department of Finance and Administration (DFA) serves as the primary executive branch agency for fiscal management. Under §7-7-41, the State Fiscal Officer has the authority to prescribe rules and regulations concerning the issuance of warrants and other forms of payments for all departments, institutions and agencies of the state. This rule, unless otherwise noted, is to set as the standard that vendors of the State of Mississippi shall be paid electronically and shall be provided the supporting remittance detail by electronic means.

B. This rule is a means for reducing the costs to produce paper warrants and remittance advices. The State has documented significant savings in the move to electronic payment and remittance. The State avoids the costs associated with printing, sorting, distributing, copying, and mailing warrants. Additionally, the State has determined that there are reduced opportunities for fraud and lost payments under this means of payment and remittance.

C. Vendors benefit by receiving notification of pending deposits of funds and have options for interfacing the remittance data from the State into their accounts receivable systems.

II. Definitions.

A. ACH: Automated Clearing House. Affiliated with the U. S. Treasury and the Federal Reserve System and used as the conduit for electronic payments and collections.

B. EFT: Electronic Funds Transfer. Electronic Funds Transfer (EFT) provides for electronic payments and collections. EFT is safe, secure, efficient, and less expensive than paper check payments and collections. Issuance costs for EFT payments are approximately 80% less than the cost to issue the same payment on a paper warrant. EFT transactions use the ACH network associated with the Federal Reserve System.

1. The State of Mississippi uses "standard EFT" for transferring funds to employee bank accounts for direct deposit of payroll payments and for some transfers to checking accounts of State agencies.

2. The State uses expanded EFT in the transfer of funds and remittance information using PayMode™. The State has established PayMode™ as the default payment method for those payments and transfers requiring supporting remittance information.

C. E-payment vehicle: Tool that captures the payment and remittance information and pushes it electronically to the designated vendor from the source system (MAGIC). The ACH is used to move the funds while a proprietary system is used to provide access to supporting remittance data and notification of the availability of funds to the State's vendors.

D. Existing Agreements: Individual agreements in place for the acceptance of electronic payments prior to the implementation of this policy.

E. PayMode™: A Bank of America product, PayMode™ is the State's present e-payment vehicle.

F. MAGIC: Mississippi Accountability System for Government Information and Collaboration, the successor system for SAAS and SPAHRS.

G. Vendor payments: Payments initiated and approved by State Agencies for various goods and services or as used to transfer funds to other governing authorities such as school districts, cities, and counties.

III. Requirements for Transitioning to E-payment Vehicle

A. All existing vendors presently set up for payment through standard EFT, unless otherwise approved as an exemption, must be enrolled in PayMode™ .

B. All vendors established as new vendors in the State Magic System must be established for e-payment and remittance via PayMode™.

C. All remaining MAGIC vendors, unless specifically exempted, must convert to PayMode™ on the schedule determined by DFA.

D. To register for PayMode™, vendors should go to the Bank of America's ™ enrollment website at http://www.bankofamerica.com/paymode/ms.

1. Vendor must have a valid email address in order to enroll with PayMode™.
   This email address can be obtained through one of the free email services such as Yahoo or Hotmail.
2. Vendor must have access to a computer. As computers are generally accessible in all businesses as well as in Public Libraries or other public forums, no exemption will be granted for having only limited or no access to a computer.
3. Vendor may request assistance in enrolling with the State's e-payment service provider by contacting mash@dfa.state.ms.us or by calling MASH at (601)
   359-1343.

IV. Requirements for Transitioning to E-invoicing

A. All vendors who contract with a state agency must agree to invoice the State electronically through PayMode.

B. To register for PayMode E-invoicing, vendors must first register with PayMode for E-payment.

C. Vendors must then complete additional information on the PayMode website to enroll in E-invoicing.

D. Vendors may request assistance in enrolling in PayMode E-invoicing by contacting PayMode Customer Support at 1-866-252-7366.

V. Exemptions

A. The following are exempt from this rule:

1. State employees as defined in §25-9-107;
2. Contract workers – note that Independent Contractors are **not** exempt from this rule;
3. Vendors specifically approved for "one of" payments using the

specific vendor number designated for that purpose by the Office of Fiscal Management;

4. Right-of-Way acquisition payments made by the Mississippi Department of Transportation.
5. Debt service payments made by the Office of the State Treasurer;
6. Tax payments to the IRS (standard EFT);
7. Tax payments to the Mississippi State Tax Commission (standard EFT);
8. Transfers to the Public Employees Retirement System of Mississippi (standard EFT);
9. Transfers to the Mississippi Deferred Compensation and Trust/SBA (standard EFT);
10. Vendors who apply for exemption and are approved by DFA.

B. To apply for exemption, the vendor must submit a written application to: Director, Office of Fiscal Management
Department of Finance and Administration
501 North West Street, Suite
1101B Jackson, Mississippi 39201

C. Application must detail the following:

1. Reason(s) exemption requested. This must be a narrative explanation of the reason for the request;
2. Documentation of supporting cost and legal issues associated with the request for the exemption.

D. DFA will issue a written determination within 10 business days of the receipt of the exemption request. The written determination of DFA will be considered the final determination.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/22/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown & Brown Insurance Services, Inc. 6707 Gessner Houston TX 77040	CONTACT NAME: Eddie Chan PHONE (A/C, No, Ext): (281) 260-2000 FAX (A/C, No): (281) 260-3065 E-MAIL ADDRESS: Eddie.Chan@bbrown.com
INSURED Rapid Radiology, Inc. 3698 RM 620 Unit 110 Austin TX 78738	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : General Star Indemnity Company 37362 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 25 Template **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			IJG761123	11/01/2025	11/01/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 1,000,000 $
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ $ $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE [ ]	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
A	Professional Liability			IJG761123	11/01/2025	11/01/2026	Each Claim / Aggregate	$1M / $3M

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Professional Liability (IJG761123) includes coverage for All Physicians employed or contracted by Rapid Radiology, Inc. as per the terms, conditions, and exclusions of the policy.

CERTIFICATE HOLDER

Radid Radiology Inc
For Information Purposes Only

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Additional Named Insureds

Other Named Insureds	
National Mobile X-Ray LLC	Insured Multiple Names
UrgentChart LLC	Insured Multiple Names
X-Ray on Wheels	Insured Multiple Names

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MISSISSIPPI STATE HOSPITAL

P.O. BOX 157-A, WHITFIELD, MS 39193 (601) 351-8000 WWW.MSH.MS.GOV

Amy N. Carruth, Director

Memo

To: Mississippi Office of Personal Services Contract Review

From: Sandy Jordan/Procurement Director

Date: August 28, 2026

RE: AWARD RECONSIDERATION CERTIFICATION/POST AWARD DEBRIEFING CERTIFICATION

This is to certify that all prospective offerors for Mississippi State Hospital invitation for bid 08.19.2026.493/RFX 316008143, have been provided with adequate time to request reconsideration of award and no request or potential request is known. This is also to certify that all prospective offerors for Mississippi State Hospital invitation for bid 08.19.2026.493/RFX 3160008143, have been provided with notice of their rights to request a post award debriefing and no such request has been received and/or is known.

Signature: Sandy Jordan Date: 8/28/2026

MISSISSIPPI STATE HOSPITAL

P.O. BOX 157-A, WHITFIELD, MS 39193 (601) 351-8000 WWW.MSH.MS.GOV

Amy N. Carruth, Director

Memo

To: OPSCR

From: Sandy Jordan/Procurement Director

Date: August 28, 2026

RE: Amendment Memo – Bid File 08.19.2026.493

This memo serves to inform you that there were no amendments to the Radiology Consulting and Interpretation Services Invitation for Bid (IFB).

Signature: Sandy Jordan Date: 8/28/2026

MISSISSIPPI STATE HOSPITAL

P.O. BOX 157-A, WHITFIELD, MS 39193 (601) 351-8000 WWW.MSH.MS.GOV

Amy N. Carruth, Director

Memo

To: OPSCR

From: Sandy Jordan/Procurement Director

Date: August 28, 2026

RE: Questions/Answers to Bid Memo – Bid File 08.19.2026.493

This memo serves to inform you that there were no questions/answers to the Radiology Consulting and Interpretation Services Invitation for Bid (IFB).

Signature: Sandy Jordan Date: 8/28/2026

MSH PERSONAL SERVICES AGREEMENT

AGREEMENT BETWEEN MISSISSIPPI STATE HOSPITAL of

Whitfield Mississippi (MSH) and Rapid Radiology, Inc.

This agreement is entered into by Mississippi State Hospital, hereafter called "Hospital" or "Agency" whose address is Post Office Box 157-A, 3550 Highway 468 West, Whitfield, Mississippi and Rapid Radiology, Inc., hereinafter called "Independent Contractor" or "Contractor" for the provision of services as set out herein. The term "Hospital" includes Whitfield Medical Surgical Hospital, Jaquith Nursing Home, Oak Circle Center, and other programs and divisions of Mississippi State Hospital

NOW THEREFORE, the parties agree to the terms and conditions herein.

1. INDEPENDENT CONTRACTOR

Neither Independent Contractor nor its employees shall, under any circumstances, be considered servants or agents of the Hospital or any of its subordinate programs and Hospital or any of its subordinate programs shall be at no time legally responsible for any negligence or other wrongdoing by the Independent Contractor or its servants, or agents. Hospital agrees to compensate as outlined in Attachment A, which is attached hereto and made a part of as if fully copied herein. These funds shall be paid directly to the Independent Contractor by Hospital. Hospital or any of its subordinate programs shall not withhold from the Independent Contractor payments for any federal or state unemployment taxes, federal or state income taxes, Federal Insurance Contributions Act (FICA) withholdings, or any other amounts for benefits to Independent Contractor. Further, Hospital or its subordinate programs shall not provide to Independent Contractor any insurance coverage or other benefits including Workers Compensation, normally provided by the state for its employees.

2. SCOPE OF WORK

Independent Contractor agrees to provide services to the Hospital as described, and under the conditions, as set out in Attachment A which is attached hereto and made a part of as if fully copied herein.

3. PERIOD OF AGREEMENT

Performance of the services will begin on or about October 8, 2026 and will end on or about October 7, 2030.

4. COMPENSATION

Hospital agrees to compensate Independent Contractor at a rate for services described in Attachment

A. The total contract amount will not exceed $ 240,000.00 .

5. RESERVATION OF RIGHT

Any and all forms, reports, designs, and other materials prepared by Independent Contractor for Hospital shall be used by Hospital only for its own internal operations. Hospital retains all rights and interest in said reports.

6. 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 Mississippi.

7. AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of Hospital to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt the appropriated funds. If the funds anticipated for the continuing time fulfillment of the agreement are, at any time, not forthcoming or insufficient, regardless of the source of funding, Hospital shall have the right upon 10 business days written notice to Contractor, to terminate this agreement without damage, penalty, cost or expense to the Hospital of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

8. REPRESENTATION REGARDING CONTINGENT FEES

The Independent 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 the contractor's bid or proposal.

9. REPRESENTATION REGARDING GRATUITIES

Contractor represents that it has not, is not, and will not offer, give, or agree to give any employee or former employee of Hospital a gratuity or offer of employment in connection with any approval, disapproval, recommendation, development, or any other action or decision related to the solicitation and resulting contract. Contractor further represents that no employee or former employee of Hospital has or is soliciting, demanding, accepting, or agreeing to accept a gratuity or offer of employment for the reasons previously stated; any such action by an employee or former employee in the future, if any, will be rejected by contractor. Contractor further represents that it is in compliance with the Mississippi Ethics in Government laws, codified at Mississippi Code Annotated §§ 25-4-101 through 25-4-121, and has not solicited any employee or former employee to act in violation of said law.

10. PROCUREMENT REGULATIONS

This contract shall be governed by the applicable provisions of the Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations, a copy of which is

available on the Mississippi Department of Finance and Administration's website (www.dfa.ms.gov). Any bidder or offeror responding to a solicitation for personal and professional services and any contractor doing business with a state agency is deemed to be on notice of all requirements therein.

11. REQUIRED PUBLIC RECORDS AND TRANSPARENCY

Upon execution of a contract, the provisions of the contract which contain the personal or professional services provided, the unit prices, the overall 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 pursuant to Mississippi Code Annotated § 25- 61-9(7). The contract shall be posted publicly on www.transparency.ms.gov and shall be available for at the Agency for examination, inspection, or reproduction by the public. The contractor acknowledges and agrees that the Hospital and this contract are subject to the Mississippi Public Records Act of 1983 codified at Mississippi Code Annotated §§ 25-61-1, et seq. and its exceptions, Mississippi Code Annotated § 79-23-1, and the Mississippi Accountability and Transparency Act of 2008, codified at Mississippi Code Annotated §§ 27-104-151, et seq.

12. COMPLIANCE WITH EQUAL OPPORTUNITY IN EMPLOYMENT POLICY Contractor

understands that the Hospital 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 Contractor agrees during the term of the agreement that Contractor will strictly adhere to this policy in its employment practices and provision of services.

13. COMPLIANCE WITH LAWS

Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, state, and local laws and regulations, as now existing and as may be amended or modified.

14. HIPAA

Contractor agrees to comply with the "Administrative Simplification" provisions of the Health Insurance Portability and Accountability Act of 1996, including electronic data interchange, code sets, identifiers, security, and privacy provisions, as may be applicable to the services under this contract.

15. PROPERTY RIGHTS

Property rights do not inure to Contractor until such time as services have been provided under a legally executed contract. Contractor has no legitimate claim of entitlement to the provision of work hereunder and acknowledges that the Hospital may terminate this contract at any time for its own convenience.

16. TERMINATION

Termination for Convenience. The Hospital may, when the interests of the Agency so require, terminate this contract in whole or in part, for the convenience of the Agency. The Hospital shall

give written notice of the termination to Contractor specifying the part of the contract terminated and when termination becomes effective. 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 complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

Termination for Default. If the Hospital gives the Contractor a notice that the personal or professional services are being provided in a manner that is deficient, the Contractor shall have 30 days to cure the deficiency. If the Contractor fails to cure the deficiency, the Hospital may terminate the contract for default and the Contractor will be liable for the additional cost to the Hospital to procure the personal and professional services from another source. Termination under this paragraph could result in Contractor being excluded from future contract awards pursuant to Chapter 15 of the Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations. Any termination wrongly labelled termination for default shall be deemed a termination for convenience.

17. TERMINATION UPON BANKRUPTCY

This contract may be terminated in whole or in part by the Hospital upon written notice to Independent Contractor, if Independent Contractor should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by Independent Contractor of an assignment for the benefit of its creditors. In the event of such termination, Independent 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.

18. 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 "Timely Payments for Purchases by Public Bodies" laws, which generally provide for payment of undisputed amounts by the Agency within 45 calendar days of receipt of invoice. Mississippi Code Annotated § 31-7-301, et seq.

19. E-VERIFICATION

If applicable, Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 and 71-11-3. Contractor agrees to provide a copy of each verification upon request of the Hospital subject to approval by any agencies of the United States Government. 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 clause may subject Contractor to the following:

(1) termination of this contract and exclusion pursuant to Chapter 15 of the Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations;

(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; or

(3) both.

In the event of such termination, Contractor would also be liable for any additional costs incurred by the Agency due to Contract cancellation or loss of license or permit to do business in the state.

20. ANTI-ASSIGNMENT/SUBCONTRACTING

The Independent Contractor acknowledges that it was selected by the Hospital to perform the services required hereunder based, in part, upon the Independent Contractor's special skills and expertise. The Independent Contractor shall not assign, subcontract, or otherwise transfer this agreement in whole or in part without the prior written consent of the Hospital, which the Hospital may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by the Hospital of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of the Hospital in addition to the total fixed price agreed upon in this agreement. Subcontracts shall be subject to the terms and conditions of this agreement and to any conditions of approval that the Hospital may deem necessary. Subject to the foregoing, this agreement shall be binding upon the respective successors and assigns of the parties.

21. STOP WORK ORDER

The Hospital may, by written order to Contractor at any time, require Contractor to stop all or any part of the work called for by this contract. This order shall be for a period of time specified by the Hospital. Upon receipt of such an order, Contractor shall forthwith comply with its terms and take all reasonable steps to minimize any further cost to the Hospital. Upon expiration of the stop work order, Contractor shall resume providing the services which were subject to the stop work order, unless the Hospital has terminated that part of the agreement or terminated the agreement in its entirety. The Hospital is not liable for payment for services which were not rendered due to the stop work order.

22. PAYMODE

Payments by Hospital using the state's accounting system shall be made and remittance information provided electronically as directed by the state and deposited into the bank account of Contractor's choice. The Hospital 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 Hospital is exempt from the payment of Mississippi taxes. All payments shall be in United States currency.

23. APPROVAL

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

24. AUTHORITY TO CONTRACT

Contractor warrants: (1) that it is a validly organized business with valid authority to enter into this agreement; (2) that it is qualified to do business and in good standing in the State of Mississippi; (3) that entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and, (4) notwithstanding any other provision of this agreement to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.

25. CHANGE IN SCOPE OF WORK

The Hospital may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the contract. No claims may be made by Independent Contractor that the scope of the project or of Independent Contractor's services has been changed, requiring changes to the amount of compensation to Independent Contractor or other adjustments to the contract, unless such changes or adjustments have been made by written amendment to the contract signed by the Hospital and Independent Contractor. If Independent 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 Independent Contractor, Independent Contractor must immediately notify the Hospital in writing of this belief. If the Hospital believes that the particular work is within the scope of the contract as written, Independent Contractor will be ordered to and shall continue with the work as changed and at the cost stated for the work within the contract.

26. INFORMATION DESIGNATED BY CONTRACTOR AS CONFIDENTIAL

Any disclosure of those materials, documents, data, and other information which Contractor has designated in writing as proprietary and confidential shall be subject to the provisions of Mississippi Code Annotated §§ 25- 61-9 and 79-23-1. The services to be provided, the unit prices and overall price to be paid, and the term of the contract shall not be deemed a trade secret or confidential commercial or financial information.

27. CONFIDENTIALITY

Hospital is a public agency of the State of Mississippi and is subject to the Mississippi Public Records Act of 1983. Mississippi Code Annotated §§ 25-61-1, et seq. If a public records request is made for any information provided to [Agency] by Contractor, Hospital shall follow the provisions of Mississippi Code Annotated §§ 25-61-9 and 79-23-1 before disclosing such information – unless Contractor has previously indicated the information is not a trade secret or confidential commercial and financial information. The Hospital shall not be liable to the Contractor for disclosure of information required by court order or required by law.

28. CONTRACTOR PERSONNEL

The Hospital shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by Contractor. If the Hospital reasonably rejects staff or subcontractors, Contractor shall provide replacement staff or subcontractors satisfactory to the Hospital in a timely manner and at no additional cost to the Hospital. The day-to-

day supervision and control of Contractor's employees and subcontractors is the sole responsibility of Contractor.

29. EXCLUSION OR DEBARMENT

By submitting a response in response to the procurement request, the Contractor certifies that it is not currently excluded or debarred from future contract awards by any political subdivision or agency of any state, federal, local, or county government. Contractor further certifies that it is not an agent of any such person or entity. Contractor certifies that it has not, in the five-year period preceding its offer, been convicted of or had a civil judgment rendered against it for commission of a fraud or criminal offense in connection with obtaining, attempting to obtain, or performance of a public contract; violation of antitrust laws; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property. Contractor certifies that it is not presently indicted or otherwise criminally or civilly charged with the commission of any of the acts listed herein. Contractor certifies that, within the past five years, it has not had a contract with a governmental entity terminated due to the Contractor's failure to perform, default, or any other action or inaction by the Contractor.

30. DISCLOSURE OF CONFIDENTIAL INFORMATION REQUIRED BY LAW

In the event that either party to this Agreement receives notice that a third-party has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of the other party's data or other information, the party subject to the subpoena or other legal process shall promptly inform the other party at the earliest reasonable opportunity, unless prohibited by law from doing so. Thereafter, the party subject to the legal process shall respond to the extent mandated by law. This section shall survive the termination or completion of this agreement. The parties agree that this section is subject to and superseded by Mississippi Code Annotated §§ 25-61-1, et seq.

31. EXCEPTIONS TO CONFIDENTIAL INFORMATION

Independent Contractor and the State shall not be obligated to treat as confidential and proprietary any information disclosed by the other party ("disclosing party") which:

(a) is rightfully known to the recipient prior to negotiations leading to this agreement, other than information obtained in confidence under prior engagements;
(b) is generally known or easily ascertainable by nonparties of ordinary skill in the business of the customer;
(c) is released by the disclosing party to any other person, firm, or entity (including governmental agencies or bureaus) without restriction;
(d) is independently developed by the recipient without any reliance on confidential information;
(e) is or later becomes part of the public domain or may be lawfully obtained by the State or Contractor from any nonparty; or,
(f) is disclosed with the disclosing party's prior written consent.

32. FAILURE TO DELIVER

In the event of failure of Contractor to deliver services in accordance with the contract terms and conditions, the Hospital, after due oral or written notice, may procure the services from other sources and hold Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the Hospital may have.

33. FAILURE TO ENFORCE DOES NOT CONSTITUTE WAIVER

Failure by the Hospital 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 Hospital to enforce any provision at any time in accordance with its terms.

34. FORCE MAJEURE

Each party shall be temporarily excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such party and/or its subcontractors. Such acts shall include without limitation acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters ("force majeure events"). When such a cause arises, Contractor shall notify the Agency in writing at its earliest reasonable opportunity of the cause of its inability to perform, how it affects its performance, and the anticipated duration of the inability to perform. All parties shall make reasonable efforts to minimize the impact of the force majeure event on contract performance. The Hospital may exercise any rights it has under the contract which are available when neither party is in default.

35. INDEMNIFICATION

To the fullest extent allowed by law, Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the Hospital its commissioners, board members, 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, arising out of or caused by Contractor and/or its partners, principals, agents, employees and/or subcontractors in the performance of or failure to perform this agreement.

In the Hospital's sole discretion, upon approval of the Office of the Mississippi Attorney General and the Hospital, Contractor may be allowed to control the defense of any such claim, suit, etc. In the event Contractor defends said claim, suit, etc., Contractor shall use legal counsel acceptable to the Office of the Mississippi Attorney General and the Hospital. Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the Hospital shall be entitled to participate in said defense. Contractor shall not settle any claim, suit, etc. without the concurrence of the Office of the Mississippi Attorney General and the Hospital, which shall not be unreasonably withheld.

36. INDEPENDENT CONTRACTOR STATUS

Contractor shall, at all times, be regarded as and shall be legally considered an independent contractor and shall at no time act as an agent for the Hospital. Nothing contained herein shall be deemed or construed by the Hospital, Contractor, or any third party as creating the relationship of principal and agent, master and servant, partners, joint ventures, employer and employee, or any similar such relationship between the Hospital and Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the Hospital or Contractor

hereunder creates or shall be deemed to create a relationship other than the independent relationship of the Hospital and Contractor.

Contractor's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the Hospital. Neither Contractor nor its employees shall, under any circumstances, be considered servants, agents, or employees of the Hospital, and the Hospital shall be at no time legally responsible for any negligence or other wrongdoing by Contractor, its servants, agents, or employees.

The Hospital shall not withhold from the contract payments to Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to Contractor. Further, the Hospital shall not provide to Contractor any insurance coverage or other benefits, including Workers' Compensation, normally provided by the Hospital for its employees.

37. MODIFICATION OR RENEGOTIATION REQUIRED BY CHANGE IN LAW

The parties agree to renegotiate the agreement in good faith if federal and/or state revisions to any applicable laws or regulations make changes in this agreement necessary. This agreement may be modified only by written agreement signed by the parties hereto and approval by the Public Procurement Review Board, if required.

38. NO LIMITATION OF LIABILITY

Nothing in this agreement shall be interpreted as excluding or limiting any liability of the Contractor for harm arising out of the Contractor's or its subcontractors' performance under this agreement.

39. ORAL STATEMENTS

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract shall be made in writing by the Hospital, agreed to by Contractor, and approved by the Public Procurement Review Board, if required.

40. RECOVERY OF MONEY

Whenever, under the contract, any sum of money shall be recoverable from or payable by Contractor to the Hospital, the same amount may be deducted from any sum due to Contractor under the contract or under any other contract between Contractor and the Hospital. The rights of the Hospital are in addition and without prejudice to any other right the Hospital may have to claim the amount of any loss or damage suffered by the Hospital on account of the acts or omissions of Contractor.

41. STATE PROPERTY

Contractor will be responsible for the proper custody and care of any state-owned property furnished for Contractor's use in connection with the performance of this agreement. Contractor will reimburse the state for any loss or damage, normal wear and tear excepted.

42. THIRD PARTY ACTION NOTIFICATION

Contractor shall give the customer prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Contractor by any entity that may result in litigation related in any way to this agreement.

43. UNSATISFACTORY WORK

If, at any time during the contract term, the service performed or work done by Independent Contractor is considered by the Hospital to create a condition that threatens the health, safety, or welfare of the citizens and/or employees of the State of Mississippi, Independent Contractor shall, on being notified by the Hospital, immediately correct such deficient service or work. In the event Independent Contractor fails, after notice, to correct the deficient service or work immediately, the Hospital shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of Independent Contractor.

44. NOTICES

All notices required or permitted to be given under this agreement shall be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, 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 Independent Contractor: *Name:* Timothy A. Winters *Title:* National Account Excecutive

Address: 3698 Ranch Road 620 S, Unit 110, Austin, TX 78738

For the Hospital: *Name:* Amy N. Carruth *Title:* Hospital Director

Address: Post Office Box 157-A, Whitfield, Mississippi
3550 Highway 468 West, Whitfield, Mississippi

45. INTEGRATED AGREEMENT/MERGER

This agreement, including all contract documents, represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, irrespective of whether written or oral. This agreement may be altered, amended, or modified only by a written document executed by the State and Independent Contractor. Independent Contractor acknowledges that it has thoroughly read all contract documents and has had the opportunity to receive competent advice and counsel necessary for it to form a full and complete understanding of all rights and obligations herein. Accordingly, this agreement shall not be construed or interpreted in favor of or against the State or Independent Contractor on the basis of draftsmanship or preparation hereof.

Amy D. Carruth Director Mississippi State Hospital	Date
Independent Contractor	Date

ATTACHMENT – A
SERVICE REQUIREMENTS

SECTION 2 SERVICE TASKS/SCOPE

2.1 **Purpose.** The Mississippi State Hospital seeks to contract with 1 vendor to provide radiologist(s) for consulting services and interpretation which meet all applicable regulations and that comply with Joint Commission standards.

2.2 **Background.** Mississippi State Hospital (MSH) is a large psychiatric Hospital and is the largest facility operated by the Mississippi Department of Mental Health. It is located about fifteen miles Southeast of the Jackson International Airport on County Road 468. HOSPITAL was completed in 1935. The Hospital has an average daily census of 223 patients. **Hospital also consists of Jaquith Nursing Home (JNH) which has a daily average census of 180. Patients are housed in approximately 15 buildings on the MSH campus.** All divisions of HOSPITAL are accredited by the Joint Commission. The operational divisions of HOSPITAL are acute adolescent and adult psychiatric care along with a nursing home and acute medical Hospital. **Hospital admits patients based on their need and not on their ability to pay per Miss Code Ann Section 41-4-7. Therefore, a large indigent patient population exists across our psychiatric facility. The majority of psychiatric patients who are insurable have Medicare. Residents of our nursing home generally have both Medicaid and Medicare.**

2.3 **Scope.** The mission of the successful contractor shall be to provide radiologist(s) for consulting services and interpretation of all images ordered (excluding echocardiograms) for the Hospital and its patients to include patients at MSH, JNH, WMSH and/or any Department of Mental Health subordinate facilities.

2.4 **Vendor Tasks & Requirements**

A. Successful vendor will provide radiologist(s) for consulting services and interpretation of all images ordered (excluding echocardiograms) for the Hospital.

B. Successful vendor will ensure consulting services and interpretation of all exams ordered are viewed, interpretation report dictated and signed upon transcription.

C. Successful vendor will review and notify radiology staff of their preferred and/or appropriate protocols.

D. Successful vendor agrees to provide services 7 days a week, 24 hours a day, 365 days a year.

E. Successful vendor agrees to immediately notify the radiology technologist or ordering provider should a reading be deemed an emergency as per policy, and to consult with providers regarding images or findings as needed.

F. Successful vendor will be Joint Commission Accredited or have 5 or less Radiologist that can be credentialed by MSH.

G. Successful vendor will assign a supervising radiologist.

- Supervising Radiologist reviews the annual equipment evaluation of ultrasound and x-ray equipment as requested by the Facility. Supervising Radiologist's review of evaluations and reports is performed remotely and not on-site. Facility is solely responsible for equipment maintenance and inspections, and scheduling and performing required equipment inspections, as well as any corrective action needed.
- Supervising Radiologist can review licensing credentials of ultrasound and -radiology staff as requested by Facility. Facility is responsible for verifying radiology staff credentials and certifying their ability to perform their job both initially and ongoing,
- Supervising Radiologist reviews Facility's policy and procedure manual if needed and requested annually. Supervising Radiologist may suggest changes to Facility's manual, but Facility is ultimately responsible for the content of its manual and implementing any changes. Facility is responsible to submit manual via email prior to deadline date.
- Supervising Radiologist reviews dosimeter reports as requested by facility for abnormal variances if requested. Facility is responsible for having a policy in place to address abnormal findings and for implementation of that policy. Supervising Radiologist's review of evaluations and reports is performed remotely and not on-site.
- Supervising Radiologist can review quality of radiology staff work solely by quality assurance (QA) process to review a sample of exams submitted through the PACS system if requested by the Facility. No onsite direct evaluation will be provided.

H. Hospital utilizes Novarad PACs system and successful vendor must use Novarad or pay for interface to Novarad if another PACs system is required.

2.5 Reporting Requirements. Vendor's turnaround time from the radiologist's receipt of THE IMAGE to the return of the report shall not exceed twenty-four (24) hours.

2.6 Place of Performance. Vendor shall provide interpretations remotely.

2.7 Period of Performance. Vendor(s) shall provide required services for a period of four (4) years beginning on approximately within 90 days after the notice of award(s) are issued or on or before October 8, 2026 when approved.

2.8 **Integration.** Both parties shall understand and agree that the contract shall consist of this personal services agreement to include Attachments A & B, and the original invitation for bid to include all amendments and identified as 08.19.2026.493 which is on file with both parties for reference and the vendor's bid which is also on file with both parties and is included by reference here. No other documents shall be a part of the formal contractual agreement. This agreement, along with all attachments, shall take priority over any agreements that may be signed separately in conjunction with the original invitation for bid, to include any third-party agreements. Any ambiguities, conflicts or questions of interpretation of this Contract shall be resolved first by reference to this Agreement and, if still unresolved, by reference to the IFB and, if still unresolved by reference to the vendor's bid.

2.9 **Compensation.** In consideration of services provided, the Hospital agrees to pay to the Independent Contractor the specific sums listed in Attachment – B, which is attached hereto and is understood to be part of this contractual agreement. In no event, however, will the total compensation paid to the Independent Contractor be more than $240,000.00 over the term of contract. Prices shown in Attachment – B shall be fixed and firm for the four (4) year term of agreement with adjustments allowable only after the first year. Independent Contractor shall be allowed to increase pricing annually on the contract anniversary date based on the percentage change in the Consumer Price Index for all Urban Consumers as published by the US Bureau of Labor Statistics showing February data for that same year, not to exceed 5%. Independent Contractor shall provide at least a sixty (60) day advance notice of any intended price increase. MSH reserves the right to reject any price increase and terminate, without cost, the future performance of the contract.

2.10 **Insurance.** The successful Independent Contractor shall, without limiting its obligations or liabilities and at its own expense, provide and maintain throughout the contract term, Comprehensive General Liability insurance in an amount no less than $1,000,000.00 inclusive per occurrence insuring bodily injury, personal injury and property damage. All required insurance will be endorsed to provide MSH with 30 days advance notice of cancellation or material change. The Independent Contractor must provide a Certificate of Insurance which is completed, certified by the original signature of an insurance company authorized to do business in Mississippi. The Independent Contractor shall provide a Certificate of Insurance, showing MSH as certificate holder under the Independent Contractor's general liability policy for the work to be performed, with seven (7) working days after notice of MSH intent to award a contract has been issued. Independent Contractor shall also maintain in effect throughout the contract period workers' compensation insurance sufficient to meet or exceed the statutory minimum requirements of the State of Mississippi, as/if required by law, covering all persons performing work under this contract. The Independent Contractor shall be prepared to provide evidence of required workers' compensation insurance upon request by MSH at any time during the contract period.

ATTACHMENT – B
BIDDER PRICING FORM

Section - III
Procurement Schedule/Execution Page - MSH Bid File: 08.19.2026.493
RFX: 3160008143
Radiology Consulting and Interpretation of Images

Diagnostic X-ray	$ 14.00	per study/procedure
Ultrasound (excluding echocardiograms)	$ 35.00	per study/procedure
CT head or body, with or without contrast	$ 50.00	per study/procedure
CT Ab/Pelv	$ 75.00	per study/procedure

ADDITIONAL FEE FOR Radiology Supervision Services: $ 1,500.00 PER MONTH.

BIDS WILL BE OPENED: 10:00 A.M. Wednesday, August 19, 2026, Building 93, Mississippi State Hospital.

I certify that I am authorized to enter a binding contract if this bid is accepted. By signing below, the undersigned agrees to all terms and conditions of the Invitation for Bid, including attachments in whole, and with exception of those amendments as acknowledged in writing to bidder and signed by a duly authorized agent of THE MISSISSIPPI STATE HOSPITAL.

Bidders shall acknowledge which of the following statements is applicable regarding release of its bid document as a public record. A bidder may be deemed non-responsive if the bidder does not acknowledge either statement, acknowledges both statements, or fails to comply with the requirements of the statement acknowledged.

Please carefully read each statement below and select one.

____ Along with a complete copy of its bid, bidder has submitted a second copy of the bid document in which all information bidder deems to be confidential commercial and financial information and/or trade secrets is redacted in black. Bidder acknowledges that it may be subject to exclusion pursuant to Chapter 15 of the PPRB OPSCR Rules and Public Procurement Review Board determine redactions were made in bad faith in order to prohibit public access to portions of the bid which are not subject to Mississippi Code Annotated 25-61-9, 75-26-1 through 75-26-19, and/or 79-23-1. Bidder acknowledges and agrees that MSH may release the redacted copy of the bid document at any time as a public record without further notice to bidder. A bidder who selects this option but fails to submit a redacted copy of its bid may be deemed non-responsive.

X Bidder hereby certifies that the complete unredacted copy of its bid may be released as a public record by MSH at any time without notice to bidder. Bidder explicitly waives any right to receive notice of a request to inspect, examine, copy, or reproduce its bid as provided in Mississippi Code Annotated 25-61-9(1)(a). The bid contains no information bidder deems to be confidential commercial and financial information and/or trade secrets in accordance with Mississippi Code Annotated 25-61-9, 75-26-1 through 75-26-19, and/or 79-23-1. A bidder who selects this option but submits a redacted copy of its bid may be deemed nonresponsive.

By signing below, the undersigned agrees to all terms and conditions of the Invitation for Bid, including attachments in whole, and with exception of those amendments as acknowledged in writing to bidder and signed by a duly authorized agent of MSH.

ACKNOWLEDGEMENT OF AMENDMENTS: Bidders shall acknowledge the receipt of amendments by placing an "X" by each amendment number received:

Amendment No. 1 ( ) Amendment No.2 ( ) Amendment No.3. ( )Amendment No.4 ( )
Vendor's Quotation No. MSH2026 Date 8-10-2026

Name Of Company Rapid Radiology Telephone 866-218-3754.

Address 3698 Ranch Road 620 S, Unit 110

City/State/Zip Code Austin, TX 78738

By Allen Winters Title National Account Executive

(Signature)

The above must be completed and signed as a requirement with the bid submission.

We submit the above prices on behalf of Rapid Radiology (Vendor) and agree to provide services within days from receipt of order or notice to proceed. Unless notified to the contrary, this offer is good for 90 days from the date of the bid opening. In submitting the above bid, it is expressly agreed that upon proper acceptance of any or all items by THE MISSISSIPPI STATE HOSPITAL, a contract shall hereby be created only after a written purchase order or contract award notice is mailed or otherwise furnished to the successful bidder within the time of acceptance specified above without further action by either party. The contract shall not be assignable by the vendor in whole or in part without the written consent of Mississippi State Hospital.

Sandy Jordan, Procurement Director