



Lynn Fitch
ATTORNEY GENERAL
OPINIONS AND POLICY

October 21, 2024

A. Norris Hopkins, Jr., Esq.
Attorney, Stone County Board of Supervisors
Post Office Box 1510
Gulfport, Mississippi 39502-1510

Re: Contractual Agreement for Ambulance Services in Stone County

Dear Mr. Hopkins:

The Office of the Attorney General has received your request for an official opinion.

OFFICIAL **Background** OPINION

Memorial Hospital at Gulfport (“MHG”) is a public, not-for-profit medical complex in Gulfport, Mississippi, which is jointly owned by the city of Gulfport and Harrison County. Memorial operates a Stone County facility (“MHG Stone County”). The Stone County Board of Supervisors has made a finding by resolution spread upon the minutes that adequate public ambulance services will not be available in Stone County absent a contractual agreement between Stone County, MHG, and the private ambulance service provider currently doing business with MHG.

Questions Presented

1. May Stone County, Mississippi enter into an agreement for ambulance services with Memorial Hospital at Gulfport and the ambulance service company providing services to MHG Stone County Hospital?
2. May Stone County, Mississippi financially contribute to Memorial Hospital at Gulfport and/or the private ambulance provider for ambulance services in Stone County, Mississippi?
3. May Stone County, Mississippi enter into such an agreement for ambulance services, as described above, without advertising for competitive bids?

Brief Response

1. Yes. Counties are authorized to contract with other political subdivisions for such purposes under Mississippi Code Annotated Section 41-55-3.
2. Yes. Counties are authorized to subsidize an existing privately run ambulance service under Section 41-55-7.
3. Yes. Our office has previously opined that “advertising for bids is not required” under Section 41-55-7. MS AG Op., *Norquist* at *1 (May 24, 2007).

Applicable Law and Discussion

As an initial matter, this opinion solely concerns authority under Mississippi law and does not address any contractual considerations. Further, this opinion only pertains to the authority of Stone County, since you submitted your request in your capacity as attorney for the Stone County Board of Supervisors.

First, you ask whether Stone County may enter into a contractual agreement for ambulance services with MHG and its current ambulance service provider for ambulance services. The purpose of Sections 41-55-1 through 41-55-11 includes the provision of ambulance services to areas where it would otherwise be unavailable, as Stone County has determined via board resolution. Under Section 41-55-1, “any political subdivision . . . may contract and otherwise cooperate with . . . any county, city, [or] town . . . in carrying out any of the powers herein conferred or otherwise effectuating the purposes of Sections 41-55-1 through 41-55-11.” As a public hospital jointly owned by the city of Gulfport and Harrison County, MHG is a political subdivision, and Stone County may enter into a contract with it.

Second, you ask whether Stone County may financially contribute to MHG and/or its current ambulance service provider. Section 41-55-7 permits governing authorities to subsidize existing private ambulance services, “if they deem necessary to keep such service in operation,” as Stone County has determined by board resolution spread upon the minutes. Further, “we have previously opined that a county may contract with a privately run out of county ambulance service if the Board of Supervisors finds, consistent with the facts, that such ambulance service is adequate, and the subsidy is necessary to keep such services in operation.” MS AG Op., *Sutton* at *1 (Nov. 16, 2018) (quoting MS AG Op., *Lee* at *1 (May 15, 1992)).

We also note that under Section 41-55-1, political subdivisions contracting with counties of the State of Mississippi for ambulance services may “accept gifts, money, and other property of whatever kind.” Miss. Code Ann. § 41-55-1. Thus, in its entirety, Title 41, Chapter 55 authorizes counties to contract with other political subdivisions, which includes publicly owned hospitals, for the provision of ambulance services and to contribute financially to such political subdivision or its private ambulance service provider in order to effectuate the purposes of the chapter.

Third and finally, you ask whether Stone County may enter into the contractual agreement for ambulance services described above without advertising for competitive bids. Our office has

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previously opined that “advertising for bids is not required” when a county enters into a subsidy contract with a private ambulance service “where the governing authority finds such to be necessary.” MS AG Op., *Norquist* at *1 (May 24, 2007). This is because advertising for bids is required neither by Section 41-55-7, the applicable ambulance services statute, nor Section 31-7-13, the general public purchasing statute. *Id.*

In conclusion, Stone County is authorized under Mississippi law to enter into a contractual agreement with Memorial Hospital at Gulfport and its private ambulance service provider, to contribute financially to those parties for the provision of ambulance services, and to do so without advertising for competitive bids.

We would also note that House Bill No. 1644 and House Bill No. 1489 of the 2024 Mississippi Legislative Session created new requirements that may apply to the contractual agreement you describe.

H.B. 1644 § 1 provides in pertinent part:

- (1) Any contract between the board of supervisors of a county or the governing authorities of a municipality and a private provider of ambulance services for the contracting provider to be the exclusive provider of ambulance services in the county or municipality, as the case may be, must contain a provision that requires the contracting provider to have a mutual aid agreement with other ambulance service providers to respond to 911 and natural disaster calls and provide service in the county or municipality, as the case may be, during times and circumstances when the contracting provider is experiencing shortages of equipment or personnel that cause a delay in responding to calls for service. The requirements of this section shall also apply to contracts between emergency medical service districts created under Section 41-59-51 and private providers of ambulance services.

Laws 2024, H.B. No. 1644, §1, eff. July 1, 2024 (undesignated legislative enactment; official classification pending); *see also* Laws 2024, H.B. No. 1489, § 2, eff. July 1, 2024 (undesignated legislative enactment, official classification pending) (stipulating the minimum allowable reimbursement rate to an out-of-network ambulance service under an accident or sickness insurance policy).

If this office may be of any further assistance to you, please do not hesitate to contact us.

Sincerely,

LYNN FITCH, ATTORNEY GENERAL

By: */s/ Caleb A. Pracht*

Caleb A. Pracht
Special Assistant Attorney General