

IN THE SUPREME COURT OF THE STATE OF MISSISSIPPI

**STONE COUNTY, MISSISSIPPI and
STONE COUNTY BOARD OF SUPERVISORS**

APPELLANTS

VERSUS

SUPREME COURT APPEAL 2009-TS-01550

**STONE COUNTY HOSPITAL
AMBULANCE SERVICE, ET AL.**

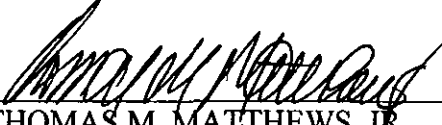
APPELLEES

CERTIFICATE OF INTERESTED PERSONS

The undersigned, Thomas M. Matthews, Jr., Counsel of Record for the Appellants, certifies that the following listed persons and entities have an interest in the outcome of this case. This representation is made in order that the Justices of the Supreme Court and/or the Judges of the Court of Appeals may evaluate possible disqualification or recusal.

The undersigned believes that Stone County Hospital, Inc. (the proper legal entity), H. C. Cain, believed to be the individual who is principal owner of Stone County Hospital, Inc., Wiggins, Stone County, Mississippi, and Stone County, Mississippi, acting by and through its duly elected Board of Supervisors, Dale Bond, Clark Byrd, Daniel Harris, Wendell Patton, Jr., and Lance Pearson, are the primary parties in interest in the outcome of this matter. In addition, the initial Bill of Exceptions listed a substantial number of individuals as Appellants of the decision of the Board of Supervisors, but none of those individuals have appeared as a litigant and as per Rule 28 of the Rules of Appellant Procedure those individuals are designated by generic description as residents of Stone County, Mississippi although the undersigned cannot certify that all are.

WITNESS MY SIGNATURE on this, the 23rd day of February, 2010.



THOMAS M. MATTHEWS, JR.,
Attorney for the Appellants

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STATEMENT OF ISSUES

PROPOSITION I.

The appeal of Stone County Hospital Ambulance Service should be dismissed because the proper legal entity did not offer its Bill of Exceptions within ten (10) days as provided by Section 11-51-75 of the Mississippi Code of 1972.

PROPOSITION II.

The Circuit Court was in error in finding that there was an adequate privately run ambulance service within Stone County, Mississippi as of March 20, 2008, the date the Stone County Board of Supervisors contracted with AAA Ambulance Service to begin services.

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STATEMENT OF THE CASE

For many years prior to January, 2008 AAA Ambulance Service of Hattiesburg, Mississippi supplied ambulance service to Stone County, Mississippi. During that time the Appellee, Stone County Hospital Ambulance Service, was not in existence and Stone County Hospital, Inc. a privately owned hospital located in the County Seat of Wiggins, Mississippi, neither owned nor operated ambulances. In the Fall of 2007 the Stone County Board of Supervisors initiated contact with as many ambulance services as might be willing to do business in Stone County, Mississippi, and entered into negotiation with them because AAA was either leaving or had to have a supplement paid by the county. During the negotiation process Stone County Hospital, Inc. purchased two ambulances and made a proposal to Stone County to furnish ambulance service to Stone County, Mississippi for one year with an annual subsidy of \$75,000.00. By Resolution dated January 8, 2008 the annual ambulance service contract was awarded by Stone County to Stone County Hospital, Inc.

beginning January 11, 2008 and ending at midnight on January 10, 2009. A copy of that Resolution is attached as Exhibit "A" hereto and is contained within the Bill of Exceptions. The Resolution anticipated a subsequent written contract but the form of the contract was never agreed to, especially when it was determined that there were problems with the County's air ambulance service.

Stone County, Mississippi, was a taxpaying member of the Southeast Mississippi Air Ambulance District authorized by prior resolution of the Board of Supervisors dated June 7, 2002, copy attached as Exhibit "B". Air ambulance service districts are authorized by Section 41-55-31, et seq. of the Mississippi Code of 1972, as amended.

At the time the ambulance service was awarded to Stone County Hospital, Inc. the Board was unaware that Stone County Hospital, Inc. had a policy that an air ambulance service from Mobile known as MedEvac would be called first by Stone County Hospital, Inc. before any other air ambulance service was called, to include Rescue 7, which was the air ambulance service operated by the Southeast Mississippi Air Ambulance District. A copy of an internal Memorandum to the emergency room staff of Stone County Hospital, Inc. concerning the priority use of MedEvac is a part of the Bill of Exceptions and is attached hereto as Exhibit "C".

There were open meetings held when the Board of Supervisors was in recessed session when the Board considered problems concerning air ambulance service.

Especially because the County was committed to the Rescue 7 Air Ambulance Service because of its membership in the Southeast Mississippi Air Ambulance District which was in part supported by taxes levied on the citizens of Stone County, Mississippi, a contract was tendered to Stone County Hospital, Inc. which provided that Rescue 7 would be

called first. On February 19, 2008 Stone County Board of Supervisors adopted a Resolution tendering the proposed contract to Stone County Hospital, Inc. which is attached as Exhibit "D" hereto and is found in the Bill of Exceptions and on that very same date Stone County Hospital, Inc. gave verbal notice that it would cease providing ambulance service to Stone County effective at the end of 30 days, Exhibit "E" hereto and a part of the Bill of Exceptions. The verbal notice was followed up by letter dated February 19, 2008 stating that Stone County Hospital would cease contracted ambulance operations on March 20, 2008, Exhibit "F" and a part of the Bill of Exceptions.

After Stone County Hospital, Inc. offered in writing their contracted ambulance service would cease, the "next best deal" available to the county was the offer of AAA Ambulance and by Resolution of the Board of Supervisors dated February 26, 2008 the offer of AAA was accepted, reduced to contract, and placed in the minutes of the Board of Supervisors. The Resolution of February 26, 2008 and the contract with AAA is collectively attached hereto as Exhibit "G".

Thereafter Stone County Hospital Ambulance Service, rather than Stone County Hospital, Inc., presented a Bill of Exceptions for signature to the Board President whose signature was later compelled by Writ of Mandamus. The objection to signing was that Stone County Ambulance Service rather than Stone County Hospital, Inc. had presented same. Exhibit "A" hereto, the Resolution of the Board of Supervisors for county ambulance service, was with the legal entity, Stone County Hospital, Inc.

On appeal to the Circuit Court all issues in controversy were decided in favor of the county other than the standing of Stone County Hospital Ambulance Service rather than Stone County Hospital, Inc. to perfect the appeal and the issue of contracting with AAA Ambulance Service for county ambulance services after Stone County Hospital, Inc. withdrew.

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SUMMARY OF THE ARGUMENT

Stone County, Mississippi, contracted with Stone County Hospital, Inc., a Mississippi corporation, for an ambulance service as provided by Section 41-55-7 of the Mississippi Code of 1972. Stone County Hospital, Inc. through its Chief Executive Officer, gave notice that it would cease contracted ambulance operations on March 20, 2008. An attempted appeal was made of the subsequent decision of the Stone County Board of Supervisors to contract with AAA Ambulance Service, but the proper legal entity did not offer its Bill of Exceptions within ten (10) days as required by Section 11-51-75 of the Mississippi Code of 1972; and, therefore, the appeal attempted by Stone County Hospital Ambulance Service, should be dismissed with prejudice.

Should this Honorable Court find that the propositions above mentioned are not valid arguments, then it is respectfully submitted that when faced with notice that contracted ambulance operations would cease as of a certain date, thirty (30) days in the distance, the Stone County Board of Supervisors of Stone County, Mississippi, had by that very notice of termination of services sufficient information before it that as of the date of the cessation of contracted ambulance operations there would be no adequate privately run ambulance service in operation in the county, and the Board was within its discretionary right as of February 19, 2008 to contract with AAA Ambulance Service to continue the ambulance service that was being discontinued.

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ARGUMENT

I.

The appeal of Stone County Hospital Ambulance Service should be dismissed because the proper legal entity did not offer its Bill of Exceptions within ten (10) days as provided by Section 11-51-75 of the Mississippi Code of 1972.

Stone County, Mississippi contracted with Stone County Hospital, Inc. to provide ambulance services for the county, all as per the Resolution of the Board of Supervisors unanimously adopted on January 8, 2008, copy attached to this Brief as Exhibit "A". The Contract was with a Mississippi corporation, Stone County Hospital, Inc. As per the Bill of Exceptions tendered the appealing party was identified as Stone County Hospital Ambulance Service. That party was not contracted with and as far as the undersigned has been made aware and as far as the Board of Supervisors of Stone County, Mississippi, was/is aware Stone County Hospital Ambulance Service is not a legal entity. As contained in our

brief to the Circuit Court, the contracting party was intentionally identified as Stone County Hospital, Inc. after questions had been asked as to who, or what is, in fact, Stone County Hospital Ambulance Service.

As stated in *Collins v. General Electric Company*, 123 So. 2d 609 (Miss. 1960) “in every action there must be a real plaintiff who is a person in law and is possessed of a legal entity or existence as a natural, artificial, or quasi artificial person, and a suit brought in the name of that which is not a legal entity is a mere nullity”. *Collins* is the last case found in the Mississippi Digest under the appropriate corporate key numbers and is cited in Grant’s Summary of Mississippi Law. In *Collins* there was reference to a trade name and because of that the general law was not followed. In this case, no distinction should be made concerning trade names, especially since the ambulance service to be provided by Stone County Hospital, Inc. was a brand new business started up in anticipation of asking the county to allow it to be the county ambulance provider. For whatever reason, Stone County Hospital, Inc. continued to utilize names other than its proper legal name even after it was brought to their attention. *Collins* remains the law in the State of Mississippi and should be followed in this case.

II.

The Circuit Court was in error in finding that there was an adequate privately run ambulance service within Stone County, Mississippi as of March 20, 2008, the date the Stone County Board of Supervisors contracted with AAA Ambulance Service to begin services.

The Honorable Lisa Dodson, Circuit Judge, of the Second Circuit Court District of the State of Mississippi prepared her own Judgment on Appeal which was filed on August

24, 2009. The Judgment is well-reasoned, well thought out, and exceptionally well prepared, but the Board of Supervisors of Stone County, Mississippi disagrees that as anticipated by Section 41-55-7 of the Mississippi Code of 1972 there was in operation as of March 20, 2008 an adequate privately run ambulance service in Stone County, Mississippi that would be adequate in the future. We agree with the Circuit Judge's conclusion that necessarily when Stone County Hospital, Inc. was chosen as the county ambulance service provider on January 8, 2008 that the Board made a clear determination that Stone County Hospital, Inc. could and would provide an adequate privately run ambulance service. The Circuit Court took into consideration that AMR, submitted as a third proposal. There is nothing in the Bill of Exceptions identifying AMR as a proposed provider and AMR was mentioned only during oral argument as one of the parties who had entered into the initial negotiations for proposals. AMR is not identified by the Bill of Exceptions as a privately run ambulance service in operation in Stone County, Mississippi, as of any date and the Circuit Court went outside the record in including AMR as an entity that had to be considered as of the effective date of the contract with AAA Ambulance. AMR has never had in operation in Stone County, Mississippi an ambulance service, adequately run or otherwise.

Stone County, Mississippi contracted with the local hospital that was in a start-up mode with an ambulance service because the Board believed that the service would be adequate and could be furnished at the least possible expense to the county. For reasons of its own Stone County Hospital, Inc. quit and tendered in writing a notice to the county (Exhibit "E" hereto) letter dated February 19, 2008) "that Stone County Hospital, Inc. (the proper legal entity) will cease contracted ambulance operations on March 20, 2008. The

hospital went on to further notify the Board that their cessation of operations should be noted on the minutes of the Board of February 19, 2008, thus giving the Board thirty (30) days notice of their termination of contracted ambulance service.

The Circuit Court went through a substantial analysis of the relationship of the parties and concluded that the Board of Supervisors of Stone County had to make an affirmative finding based on substantial evidence that there was "no adequate privately run ambulance service in operation in the county" before it could contract with AAA. Stone County Hospital, Inc. in its notice said "We Quit" and that we will cease the contracted ambulance operation. The Circuit Court cites *Mathis v. City of Greenville*, 724 So. 2d 1109 (Miss. Court of Appeals 1998) and the Appellant agrees:

The party challenging the governing body bears the burden of proof, showing the decision rendered is "arbitrary, capricious, discriminatory, beyond the legal authority of the city board," or is unsupported by substantial evidence.

Did the members of the Board of Supervisors of Stone County, Mississippi, act arbitrarily and capriciously in securing the services of another ambulance service to serve Stone County when the one they had contracted with gave them written notice that we "will cease contracted ambulance operations on March 20, 2008? The members of the Stone County Board of Supervisors, all well qualified but none legally sophisticated, immediately concluded when they received the letter of February 19, 2009 from Stone County Hospital, Inc. that "ceasing contracted ambulance operations" meant that they were not going to offer an ambulance service beyond March 20, 2008. That was a reasonable and logical interpretation of the written position of Stone County Hospital, Inc. and based on that the Board immediately attempted to secure the services of another ambulance service. With the

statement that Stone County Hospital, Inc. was ceasing its contracted ambulance operations on March 20, 2008, the Board believed as of that date there would be no ambulance service of any kind operating, publicly, privately, or otherwise, in Stone County, Mississippi. The Board, based on its reasonable interpretation of the information at hand, felt compelled to contract with another ambulance service so that the citizens of the county would have access to an ambulance provider.

It was also noted by the Circuit Judge in her Judgment that the Mississippi Court of Appeals recently instructed that a decision of the Board of Supervisors should not be disturbed unless it is “unsupported by substantial evidence; was arbitrary or capricious; was beyond the agency’s scope or power; or violated the constitutional statutory rights of the aggrieved party.” *Robinson v. Lincoln County Board of Supervisors*, 973 So. 2d 288,289-90.

The Circuit Court primarily relied on *Cook v. Board of Supervisors of Lowndes County*, 571 So. 2d 932 (Miss. 1990). The Circuit Court noted that the circumstances of *Cook* were not identical to the present case although the court found the factual circumstances to be analogous. As cited by the Circuit Court from *Cook*, the court found “Section 41-55-7 does not speak to the relative rights or standing of private ambulance services among themselves, nor does it afford a criteria for preferring one over another. Rather, the statute addresses only the relative standing of private entrepreneurs as a whole, vis-à-vis public providers and mandates private preference where at least one such private entity may provide probable proof that its ambulance service is and will be adequate.”

Certainly the Board of Supervisors of Stone County, Mississippi, had a right to reasonably conclude that when “Stone County Hospital, Inc. ceased contracted ambulance operations on March 20, 2008” there would be no adequate ambulance service beyond that

date, private or otherwise unless they could find a substitute.

We respectfully submit that the application of *Cook* to the undisputed facts of this particular case is not appropriate other than its requirement that there must be probable proof of adequate future ambulance service. *Cook* is neither analogous nor identical to the factual situation faced by the Stone County Board of Supervisors when dealing with a very short deadline and its honest belief there would be no ambulance service available to the citizens of the county after March 20, 2008. Again, the lower court's reference to the ambulance service known as AMR in its judgment is not supported by the record and there is absolutely no evidence that AMR has ever operated an adequate privately run ambulance service in Stone County. It has not.

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CONCLUSION

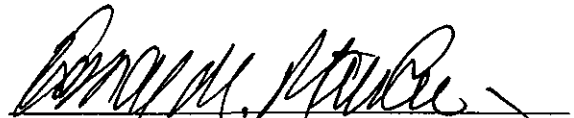
Stone County, Mississippi, contracted with Stone County Hospital, Inc., a Mississippi corporation, for an ambulance service as provided by Section 41-55-7 of the Mississippi Code of 1972. Stone County Hospital, Inc. through its Chief Executive Officer, gave notice that it would cease contracted ambulance operations on March 20, 2008. An attempted appeal was made of the subsequent decision of the Stone County Board of Supervisors to contract with AAA Ambulance Service, but the proper legal entity did not offer its Bill of Exceptions within ten (10) days as required by Section 11-51-75 of the Mississippi Code of 1972; and, therefore, the appeal attempted by Stone County Hospital Ambulance Service, should be dismissed with prejudice.

Should this Honorable Court find that the propositions above mentioned are not valid arguments, then it is respectfully submitted that when faced with notice that contracted ambulance operations would cease as of a certain date, thirty (30) days in the distance, the Stone County Board of Supervisors of Stone County, Mississippi, had by that very notice of

termination of services sufficient information before it that as of the date of the cessation of contracted ambulance operations there would be no adequate privately run ambulance service in operation in the county, and the Board was within its discretionary right as of February 19, 2008 to contract with AAA Ambulance Service to continue the ambulance service that was being discontinued.

“I can quit but you can never replace me” should never be an option open to an entity contracting with a county.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Thomas M. Matthews, Jr.", written over a horizontal line.

THOMAS M. MATTHEWS, JR.
Attorney for Stone County, Mississippi and
Stone County Board of Supervisors

CERTIFICATE

I, THOMAS M. MATTHEWS, JR., do hereby certify that I have this mailed, postage prepaid, a true and correct copy of the above and foregoing Brief of Appellant to the Honorable Joe Sam Owen, at his usual and customary business address of P. O. Drawer 420 Gulfport, Mississippi 39502 and to the Honorable Lisa Dodson, Circuit Judge, at her usual and customary business address of P. O. Box 1461, Gulfport, MS 39502.

THIS, the 23rd day of Feb., 2010.



THOMAS M. MATTHEWS, JR.

THOMAS M. MATTHEWS, JR.
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State of Mississippi
County of Stone

RESOLUTION OF BOARD OF SUPERVISORS
FOR COUNTY AMBULANCE SERVICE

THERE CAME ON for consideration the awarding of the annual County Ambulance Service contract and after mature consideration and after having received presentations from three separate ambulance service providers, it was agreed that the best interest of the citizens of the county and the best available service offered was that of the Stone County Hospital; and, the Board further having considered the necessity of subsidizing the ambulance service to be provided by Stone County Hospital, finds that the payment of a subsidy as authorized by Section 41-55-7 of the Mississippi Code of 1972 is necessary in order to keep an adequate ambulance service available. On motion of Clark Byrd and second of Lance Pearson, the annual ambulance service contract with Stone County, Mississippi, is hereby awarded to Stone County Hospital, Inc., for the period beginning January 11, 2008 and ending at midnight on January 10, 2009. The subsidy to be paid by Stone County, Mississippi to Stone County Hospital for the service in question shall be the sum of Seventy-Five Thousand Dollars (\$75,000.00) per year paid in quarterly installments of Eighteen Thousand Seven Hundred Fifty Dollars (\$18,750.00) each due on April 11, 2008, July 11, 2008, October 11, 2008, and January 10, 2009. The service offered and to be contracted for is for two (2) ambulances available on a 24 hour per day, 7 days per week basis at the above mentioned subsidy rate. Proposals offered by each of the two other ambulance services were for a substantially increased subsidy with less ambulance service.

THUS RESOLVED AND DONE on this, the 8th day of January, 2008.

Voting Aye:

Clark Byrd
Daniel Harris
Lance Pearson
Wendell Patton, Jr.
Dale Bond

EX "A"

**APPROVAL TO PARTICIPATE AND JOIN THE
SOUTHEAST MISSISSIPPI AIR AMBULANCE DISTRICT**

The Stone County Board of Supervisors, having reviewed the correspondence and related law from Southeast Mississippi Air Ambulance District, the Board finds that participating in this program is in the best interest of Stone County and that membership in said organization would provide valuable medical service to Stone County residents.

IT IS, THEREFORE, ORDERED that this Board does hereby approve Stone County's participation and membership in the Southeast Mississippi Air Ambulance District air ambulance program to provide helicopter services to Stone County.

ORDERED THIS 17th day of June, 2002.

MOTION by Supervisor Strickland

SECOND by Supervisor Ladnier

SUPERVISOR/VOTE	AYE	NAY	ABSTAIN	ABSENT
WALTERS	[x]	[]	[]	[]
FAIRLEY-HUSBAND	[x]	[]	[]	[]
LADNIER	[x]	[]	[]	[]
STRICKLAND	[x]	[]	[]	[]
HATTEN	[x]	[]	[]	[]

EX B

To: Nursing Staff
Fr: Michael Plankers
Re: Aero-medical Services

November 30, 2007

All air transportation will be arranged by the ER staff only. As soon as a physician order has been given to transfer the patient to another hospital by air ambulance and as soon as space/personnel and acceptance has been verified by an official at the accepting hospital, call the ER for arranging air transportation.

* For air transportation, the ER staff will always give first call to MedEvac. If for some reason that MedEvac is unable to respond timely, a second call may be made to Rescue 7 or Life Flight for procuring the needed air service.

EX "C" 1
to B.O.E.

**CONTRACT FOR AMBULANCE SERVICES
TENDERED TO
STONE COUNTY HOSPITAL FOR
EXECUTION**

The Stone County Board of Supervisors, next considered the previously authorized Contract For County Ambulance Services between Stone County Hospital and the County, and finding that said contract was ripe for execution, and further finding that two signed originals should be tendered to Stone County Hospital for their signature(s);

IT IS, THEREFORE, ORDERED that the two County executed copies of the Contract For County Ambulance Services between Stone County Hospital and the County be and hereby are ordered tendered to Stone County Hospital for execution by appropriate representatives of said entity.

ORDERED THIS 19th day of February, 2008.

MOTION by Supervisor Pearson

SECOND by Supervisor Byrd

SUPERVISOR/VOTE	AYE	NAY	ABSTAIN	ABSENT
BYRD	[x]	[]	[]	[]
HARRIS	[]	[]	[]	[x]
PEARSON	[x]	[]	[]	[]
PATTON	[x]	[]	[]	[]
BOND	[x]	[]	[]	[]

EX'D 1

To B.O.E.

CONTRACT FOR AMBULANCE SERVICE

MEMORANDUM OF AGREEMENT, made and entered into on the date indicated below, but to be effective as of January 11, 2008, by and between STONE COUNTY HOSPITAL, INC., a Mississippi corporation, doing business as Stone County Ambulance Service,, hereinafter referred to as "SCH", and STONE COUNTY, MISSISSIPPI, a political subdivision of the State of Mississippi, acting by and through the Board of Supervisors of Stone County, Mississippi, hereinafter referred to as "County."

WITNESSETH:

WHEREAS, SCH operates a public ambulance service in the environs of Stone County, Mississippi and is authorized under its Charter of Incorporation to operate such as the Board of Directors of SCH may from time to time determine; and

WHEREAS, County desires to provide and secure for its citizens advanced life support ambulance services; and

WHEREAS, SCH is agreeable to furnish and provide such advanced life support ambulance services for the period of time, under the terms, conditions and provisions herein set forth, and for the monetary consideration hereinafter specified.

NOW, THEREFORE, in consideration of the premises, the mutual benefits to accrue and inure hereunder, the mutual agreements and undertakings herein contained to be kept, observed and performed by the respective parties hereto, and for the monetary consideration hereinafter set forth, SCH and County do hereby agree, contract and covenant as follows:

1. TERM: Unless otherwise terminated as hereinafter provided, the initial term of this agreement shall be for a term of one (1) year, commencing on January 11, 2008, and terminating at midnight on January 10, 2009;

2. COMPENSATION FOR SERVICES: As compensation for the services to be provided by SCH to County hereunder, County shall pay to SCH the sum of Seventy-Five Thousand Dollars (\$75,000.00) per year, payable in Quarterly installments of Eighteen Thousand Seven Hundred Fifty Dollars (\$18,750.00) each, which will become due on 4/11/08, 7/11/08, 10/11/08, and 1/10/09.

3. SERVICES TO BE FURNISHED BY SCH:

SCH shall furnish, operate and provide for County advanced life support services in Stone County, Mississippi, staffed by paramedic personnel, so as to provide the public with advanced life support capabilities on all transports, including emergency, non-emergency and inter-hospital services, which ambulance services shall include the following:

(a) SCH shall furnish all necessary personnel, including the station supervisor, medics, clerical and office personnel to staff two (2) ambulances twenty-four (24) hours per day, seven (7) days per week. Such ambulances shall be staffed with Paramedic level personnel. In employing staff personnel to be assigned to SCH's ambulance operations in County, it shall be the policy of SCH to consider for employment, either on a full-time or part-time basis, former employees of ambulance service operated by AAA that are qualified for positions with SCH and who desire to be considered for employment by SCH. Depending upon personnel requirements such employees may, at the discretion of SCH, be transferred and assigned from time to time among other stations operated by SCH.

(b) The ambulance service by SCH Shall be conducted from an established

location in the City of Wiggins, Mississippi; and SCH will supply adequate office space, sleeping quarters and garage space, and will furnish all necessary utilities required for the ambulance service; however, SCH shall have and it hereby expressly reserves and retains the right to relocate the station, within Stone County, Mississippi, based upon use experience at any location selected by SCH in the service area of County, but County will be advised in advance of any change in station location.

(c) SCH shall secure, maintain and keep in full force and effect during the term of this agreement the following insurance coverage:

- (i) Public liability insurance covering the ambulance units, their operations and all drivers thereof for single limit coverage of not less than \$1,000,000.00.
- (ii) Worker's Compensation Insurance coverage for all statutory employees of SCH of an amount required by Mississippi Law.
- (iii) Fidelity bond coverage for such employees of SCH and for such amounts as SCH in its sole discretion may elect and determine.
- (iv) Professional liability coverage with a single limit coverage of not less than \$1,000,000.00.

SCH shall furnish to County certificates of such insurance coverage, other than the coverage specified in subsection (iii) above.

SCH shall indemnify and hold County free and harmless from and against any and all losses, claims, demands, actions, causes of action or expenses of whatever kind and character, including reasonable attorneys' fees, that County may suffer or incur by reason of, resulting from or growing out of the negligent acts or omissions of SCH, its servants and employees, in connection with or arising out of the operation by SCH of the public ambulance service under this agreement.

(d) At all times during the term of this agreement, SCH shall maintain the ambulance unit and its communication and other related equipment in good operating condition in compliance with the applicable rules and regulations of the Emergency Medical Services Division of the Mississippi State Board of Health and the Ordinance for Ambulance Service of Stone County, Mississippi; and SCH shall furnish all necessary fuel, oil, lubricants, and other parts, materials and supplies required in the operation of the ambulance, as well as routine maintenance and major overhauls and any other parts, materials, supplies, equipment or services required to keep the ambulance in good condition and working order.

SCH shall obtain and keep in full force and effect all necessary certifications and licenses from the Emergency Medical Service Division of the Mississippi State Department of Health for the ambulance and the medics assigned thereto at the advanced life support level.

SCH shall furnish all necessary drugs, medicines, oxygen and other emergency supplies required in the care of patients while being transported by the ambulance.

SCH shall render statements in its name for all charges to patients for ambulance services rendered in accordance with the schedule of charges fixed and established, from time to time, by the Board of Directors of SCH. SCH shall be the sole owner of the fees and accounts generated by the rendering of ambulance services and shall have the responsibility to

actively pursue the collection of said accounts. SCH in its sole discretion shall have the right, at its option, to turn delinquent accounts over to a collection agency or to an attorney, or attorneys, for purposes of collection.

(h) SCH shall keep and maintain records and statistical data relating to its operations of a public ambulance service in County; and SCH shall make periodic reports, at least semi-annually, to County in order that the appropriate officials of County will remain knowledgeable of the ambulance operations in County.

(i) SCH will implement medical treatment protocol and written standing orders as approved by the Emergency Physicians of Stone County Hospital Medical Staff and the Emergency Medical Services Division of the Mississippi State Department of Health.

(j) SCH will develop and implement an agreement with the volunteer fire departments within the County for assistance in the extrication of patients at automobile and other accidents where patients may be trapped; and will develop and implement with the volunteer fire departments of county "first responders program" for other medical emergencies. SCH will assist the volunteer fire department personnel in meeting and maintaining training requirements and certification related to emergency medical services.

(k) SCH will provide, at no additional charge and on an "as available" basis, a stand-by ambulance at any public function, such as a high school football game, conducted within the jurisdictional boundaries of County; however a charge, to be determined from time to time by the Board of Directors of SCH, will be made to the promoters thereof for stand-by ambulance service at private "for profit" events, such as rodeos, motorcycle races, fairs and carnivals, and other such similar events; however, it is expressly understood, acknowledged and agreed by County that two ambulances will be assigned and stationed in County and the ability of SCH to perform under the provisions of this subparagraph (k) will be limited accordingly.

(l) In providing the ambulance service contemplated by this agreement, SCH shall transport patients to the hospital of their choice, or as indicated by medical treatment protocol in those instances where a patient may be unresponsive. SCH may also respond, if needed, in an emergency situation or when prescribed by a physician, to calls across other political or jurisdictional boundaries.

(m) Appropriate personnel of SCH will review patient reports to assure quality patient care. To assist SCH in maintaining quality patient care and to meet quality guidelines imposed by regulatory authorities, the ambulance staff of SCH will attend advanced life support critique meetings.

4. DUTIES AND OBLIGATIONS OF COUNTY: The County agrees to and shall keep and perform the following conditions, agreements and covenants:

(a) Upon meeting the requirements therefore, County agrees to issue to SCH a permit or license for the operation of the ambulance service within the jurisdictional area of County, if such is required.

(b) County agrees to accept requests or calls for ambulance service on its "911 telephone line", to tape such requests or calls, to cause a record to be made of the times at which the call or request was received and transferred to SCH by County's representative and to transfer on line the calling party by a switching device to SCH's EMS Dispatch Center located in Wiggins, Mississippi; and SCH's EMS Dispatch Center shall initiate the response by SCH to the call or request. Records of calls or requests received by County on the "911 telephone line" shall

be made available to SCH upon request.

(c) For as long as this contract is in effect, County shall not contract with any other ambulance service to provide ambulance service with the jurisdiction of County.

(d) County shall indemnify and hold SCH free and harmless from any against any and all losses, claims, demands, actions, causes of action or expenses of whatever kind and character, including reasonable attorneys' fees, that SCH may suffer or incur by reason of, resulting from or growing out of the negligent acts or omissions of County, its servants, agents and employees, in connection with or arising out of the operation by SCH of the public ambulance service under this agreement.

5. RIGHT TO TERMINATE: If County shall make default in the payment of any installment of the compensation for services provided for in paragraph 3 above, or any part thereof, when due as herein provided, or in the performance of any of the other covenants, agreements, conditions or undertakings herein contained to be kept, observed and performed by County, and if such default shall continue for thirty (30) days after notice thereof in writing by SCH to County, then SCH shall have the right to terminate this agreement. If SCH shall make default in the performance of any of the covenants, agreements, conditions or undertakings herein contained to be kept, observed or performed by SCH, and if any such default shall continue for Thirty (30) days after written notice thereof in writing by County to SCH, then County shall have the right to terminate this agreement;

6. NOTICES: All notices to, or demands upon, SCH or the County, desired or required to be given under any of the provisions of this agreement, shall be in writing. All such notices from County to SCH shall have been deemed to have been duly and sufficiently given if delivered to SCH personally, or if mailed by United States Registered Mail or United States Certified Mail, properly stamped and addressed to SCH at the following address:

STONE COUNTY HOSPITAL, INC.
P.O. BOX 115
WIGGINS, MS 39577
ATTENTION: CHIEF OPERATING OFFICER

Or to such other address as SCH may theretofore have furnished by written notice to County; and any such notice or demand from SCH to County shall be deemed to have been duly and sufficiently given if delivered personally to County or if mailed by United States Registered Mail or United States Certified Mail, properly stamped and addressed to County at the following address:

STONE COUNTY, MISSISSIPPI
c/o Board of Supervisors
P.O. Box 7
Wiggins, MS 39577
Attention: President, Stone County Board of Supervisors

or to such other address as County may theretofore have furnished by written notice to SCH.

7. BACK-UP COVERAGE: In the event the one ambulance unit assigned to County is being repaired or if an assigned unit is on a long distance call or transfer, SCH shall furnish back-up coverage.

8. DEPLOYMENT OF AMBULANCE UNITS AND PERSONNEL: In order to provide the most expeditious and efficient response to the ambulance service requirements of County, and any other areas served by SCH, to provide and promote flexibility of service for consistent and quality care to the patients of SCH's service area, and to adequately respond to major emergencies and catastrophic occurrences involving an unusual number of patients, SCH shall at all times have and retain the sole and exclusive right and discretion to assign, dispatch and deploy ambulance units and personnel wherever needed and required in SCH's service area; provided however, when units and personnel are assigned, dispatched and deployed outside the service area of County, back-up coverage will be provided by SCH to the extent permitted by the circumstances then existing and the capability of SCH to provide equipment and personnel for such back-up coverage.

9. ASSIGNMENT: This is an agreement to provide personal services and neither party hereto shall have the right to assign this agreement without the prior written consent of the other party.

10. ENTIRE AGREEMENT: This agreement and the covenants and agreements set forth herein are and shall constitute the entire agreement between the parties. Each party to this agreement hereby acknowledges and agrees that the other party has made no warranties, representations, covenants or agreements, expressed or implied, to such party other than those expressly set forth herein, and that each party in entering into and executing this agreement has relied upon no warranties, representations, covenants or agreements other than those expressly set forth herein.

11. AMENDMENT: This agreement shall not be varied in its terms by oral agreement or representation. Amendments to this agreement shall be by an instrument in writing of date even herewith or subsequent hereto, executed by appropriate officials of both parties.

12. INDEPENDENT CONTRACTORS: It is distinctly understood acknowledged and agreed that neither an employer-employee, nor principal-agent, nor partnership, nor joint venture relationship shall be created or exist between SCH and County, or any of their respective employees or personnel, under or by virtue of this agreement, and that the relationship between SCH and County shall at all times be that of independent contractors.

13. DISCLAIMER OF WARRANTY: The parties hereto hereby represent, acknowledge and agree that SCH has made no statements, representations or warranties of any kind or character whatsoever that the services to be provided by SCH under this contract either will or will not constitute compliance with any statutes, rules or regulations of either the state or federal governments, or any agency or instrumentality thereof, other than as to the certification of the ambulance units and the emergency medical personnel under the applicable provisions of the Mississippi State Department of Health.

14. AIR AMBULANCE SERVICE: SCH acknowledges, understands and agrees that Stone County, Mississippi is a member of the Southeast Mississippi Air Ambulance District which, through its Contract Operator, AAA Ambulance Service, a Mississippi Non-Profit, Non-Share Corporation, operates a public air ambulance service. SCH agrees that when air ambulance service is needed the AAA Air Ambulance Service known as "Rescue 7" will be called first.

15. PATIENTS' CHOICE: SCH shall respect the wishes of patients and their families in regard to which hospital any such patient will be transported to.

16. AUTHORITY TO EXECUTE: This agreement is executed by the duly authorized officers and public officials of SCH and County, respectively, and has been authorized by their respective Board of Directors and governing body.

17. CAPTIONS: The captions of the various articles of this agreement are inserted only as a matter of convenience and are for reference and in no way define, limit or describe the scope or intent of this agreement nor in any way affect the same.

EXECUTED IN DUPLICATE on this 19TH day of FEB, A.D.,
2008, but to be effective JAN 11, 2008.

STONE COUNTY HOSPITAL, INC.,
A Mississippi Corporation
d/b/a Stone County Ambulance Service

By: _____

Starann Lamier,
Chief Executive Officer

STONE COUNTY, MISSISSIPPI

By: _____

Dale Bond
Dale Bond, President of
Board of Supervisors of
Stone County, Mississippi



**STONE COUNTY HOSPITAL TENDERS
VERBAL THIRTY DAY NOTICE OF CESSATION OF
AMBULANCE SERVICE TO COUNTY**

The Stone County Board of Supervisors, next received from Stone County Hospital representative the verbal notice for the cessation of the provision of ambulance services to Stone County by Stone County Hospital, effective at the end of thirty days.

THIS the 19th day of February, 2008.

EX "E1" To B.O.E.,

Stone County Hospital



1434 East Central Avenue. • P. O. Drawer 97
Wiggins, Mississippi 39577
Telephone: (601) 928-6600 • Fax: (601) 928-6658

February 19, 2008

VIA HAND DELIVERY
STONE COUNTY, MISSISSIPPI
c/o Board of Supervisors
Dale Bond, President Board of Supervisors
Post Office Box 7
Wiggins, MS 39577

FILED
FEB 20 2008

STONE CO. CHANCERY CLERK
GERALD W. BOND

3:14 PM

by
[Signature]

Dear Mr. Bond,

Pursuant to the discussion held at the Board of Supervisors meeting held on February 19, 2008, in Stone County, Mississippi, Stone County Hospital, Inc. hereby notifies the Board of Supervisors that Stone County Hospital, Inc. will cease contracted ambulance operations on March 20, 2008. This notice should also be reflected in the official minutes of the meeting conducted on February 19, 2008, as requested by Stone County Hospital, Inc. In the February 19, 2008, meeting Stone County Hospital, Inc. gave the Board a thirty (30) day notice and will cease contracted ambulance services as of March 20, 2008.

Please feel free to contact me anytime if you have any questions.

Sincerely,

[Signature: Starann Lamier]

Starann Lamier
Chief Executive Officer
Stone County Hospital, Inc.

EX "F"

**CONTRACT FOR AMBULANCE SERVICE
APPROVED**

The Stone County Board of Supervisors, having reviewed the proposed Contract for Ambulance Service between AAA Ambulance Service and Stone County for the provision of ambulance service to the County effective March 18, 2008, and the Board being of the opinion said Contract should be approved;

IT IS, THEREFORE, ORDERED that the Contract for Ambulance Service between AAA Ambulance Service and Stone County for the provision of ambulance service to the County be and hereby is approved effective March 18, 2008.

ORDERED this 26th day of February, 2008.

MOTION BY SUPERVISOR Byrd

SECOND BY SUPERVISOR Harris

SUPERVISOR/VOTE	AYE	NAY	ABSTAIN	ABSENT
BYRD	[x]	[]	[]	[]
HARRIS	[x]	[]	[]	[]
PEARSON	[x]	[]	[]	[]
PATTON	[x]	[]	[]	[]
BOND	[x]	[]	[]	[]

Exhibit "G"

AAA shall furnish all necessary personnel to staff two (2) ambulances twenty-four (24) hours per day, seven (7) days per week in lieu of coverage as described in the above paragraph, provided that AAA and County agree to expand coverage based upon evidence which may become available by either or both parties. Such evidence should demonstrate that the emergency medical care of the Stone county citizens and/or patients of Stone County would benefit from such expanded coverage. It is agreed that such expanded coverage will be provided at an additional cost to the County of \$100,000.00 annually.

- B. In the event an ambulance unit assigned to County is being repaired or if an assigned unit is on a long distance call or transfer, AAA shall furnish back-up coverage from another station operated by AAA when available.
- C. AAA shall secure, maintain and keep in full force and effect during the term of this agreement insurance of such type and amount as it deems appropriate.
- D. At all times during the term of this agreement, AAA shall maintain the ambulance unit and its communications and other related equipment in good operating condition in compliance with the applicable rules and regulation of the Emergency Medical Services Division of the Mississippi State Board of Health; and AAA shall furnish all necessary fuel, oil, lubricants and other parts, materials and supplies required in the operation of the ambulance, as well as routine maintenance and major overhauls and any other parts, materials, supplies, equipment or services required to keep the ambulance in good condition and working order.
- E. AAA shall obtain and keep in full force and effect all necessary certifications and permits from the Emergency Medical Services Division of the Mississippi State Board of Health for the ambulance and the paramedics assigned thereto at the advanced life support level.
- F. AAA shall furnish all necessary drugs, medicines, oxygen and other emergency medical supplies required in the care of patients while being transported by the ambulance.
- G. AAA shall render statements in its name for all charges to patients for ambulance services rendered in connection with the schedule of charges fixed and established, from time to time, by the Board of Directors of AAA. AAA shall be the sole owner of the fees and accounts receivable generated by the rendering of ambulance services and shall have the responsibility to actively pursue the collection of said accounts. AAA, in its sole discretion, shall have the right, at its option, to turn delinquent accounts over to a collection agency or to an attorney, or attorneys, for

purposes of collection.

- H. AAA shall keep and maintain records and statistical data relating to its operations of a public ambulance service in County.
- I. AAA will implement medical treatment protocol and written standing orders as approved by the "On-Line" and "Off-Line" Medical Director of AAA, AAA's medical control resource hospital and the Emergency Medical Services Division of the Mississippi State Board of Health.
- J. AAA will work jointly and in cooperation with all fire departments of STONE County, Mississippi, for the provision of unified response regarding motor vehicle crashes and other incidents where patients may require specialized extrication skills and equipment or when shares manpower may be necessary. AAA agrees to provide assistance to the various fire departments of STONE County with the support and maintenance of the existing "first responder program."
- K. AAA will provide, at no additional charge and on an "as available" basis, a stand-by ambulance at any public functions, such as high school football games, conducted within the jurisdictional boundaries of County; however, a charge, to be determined from time to time by the Board of Directors of AAA, will be made to the promoters thereof for stand-by ambulance service at private "for profit" events, such as rodeos, motorcycle races, fairs and carnivals, and other similar events.
- L. In providing the ambulance services contemplated by the agreement, AAA shall transport patients to the hospital of their choice, or as indicated by medical treatment protocol in instances of an emergency condition or where a patient may be unresponsive. AAA may also respond, if needed, in emergency situations or when prescribed by a physician, to calls across any other political or jurisdictional boundary.
- M. Appropriate personnel of AAA will review patient reports to assure quality patient care. To assist AAA in maintaining quality patient care and to meet quality guidelines imposed by regulatory authorities, the ambulance staff of AAA will attend advanced life support critique meetings at County and/or at AAA's medical control resource hospital.

4. DUTIES AND OBLIGATIONS OF COUNTY: The County agrees to and shall keep and perform the following conditions, agreements and covenants:

- (a) Upon meeting the requirements therefore, County agrees to issue to AAA a permit or license for the operation of the ambulance service within the jurisdictional area of County, if such is required.

(b) County agrees to accept requests or calls for ambulance service on its "911 telephone line", to tape such requests or calls, to cause a record to be made of the times at which the call or request was received and transferred to AAA by County's representative and to transfer on line the calling party by a switching device to AAA's EMS Dispatch Center located in Wiggins, Mississippi; and AAA's EMS Dispatch Center shall initiate the response by AAA to the call or request. Records of calls or requests received by County on the "911 telephone line" shall be made available to AAA upon request.

(c) For as long as this contract is in effect, County shall not contract with any other ambulance service to provide ambulance service with the jurisdiction of County.

(d) County shall indemnify and hold AAA free and harmless from any against any and all losses, claims, demands, actions, causes of action or expenses of whatever kind and character, including reasonable attorneys' fees, that AAA may suffer or incur by reason of, resulting from or growing out of the negligent acts or omissions of County, its servants, agents and employees, in connection with or arising out of the operation by AAA of the public ambulance service under this agreement.

5. RIGHT TO TERMINATE: If County shall make default in the payment of any installment of the compensation for services provided for in paragraph 3 above, or any part thereof, when due as herein provided, or in the performance of any of the other covenants, agreements, conditions or undertakings herein contained to be kept, observed and performed by County, and if such default shall continue for thirty (30) days after notice thereof in writing by AAA to County, then AAA shall have the right to terminate this agreement. If AAA shall make default in the performance of any of the covenants, agreements, conditions or undertakings herein contained to be kept, observed or performed by AAA, and if any such default shall continue for Thirty (30) days after written notice thereof in writing by County to AAA, then County shall have the right to terminate this agreement;

6. NOTICES: All notices to, or demands upon, AAA or the County, desired or required to be given under any of the provisions of this agreement, shall be in writing. All such notices from County to AAA shall have been deemed to have been duly and sufficiently given if delivered to AAA personally, or if mailed by United States Registered Mail or United States Certified Mail, properly stamped and addressed to AAA at the following address:

MR. WADE N. SPRUILL, JR.
CHIEF EXECUTIVE OFFICER
AAA AMBULANCE SERVICE
P. O. BOX 17889
HATTIESBURG, MS 39404

Or to such other address as AAA may theretofore have furnished by written notice to County; and any such notice or demand from AAA to County shall be deemed to have been duly and sufficiently given if delivered personally to County or if mailed by United States Registered Mail or United States Certified Mail, properly stamped and addressed to County at the following address:

STONE COUNTY, MISSISSIPPI

c/o Board of Supervisors

P.O. Box 7

Wiggins, MS 39577

Attention: Dale Bond, President, Stone County Board of Supervisors

or to such other address as County may theretofore have furnished by written notice to AAA.

7. BACK-UP COVERAGE: In the event the one ambulance unit assigned to County is being repaired or if an assigned unit is on a long distance call or transfer, AAA shall furnish back-up coverage.

8. DEPLOYMENT OF AMBULANCE UNITS AND PERSONNEL: In order to provide the most expeditious and efficient response to the ambulance service requirements of County, and any other areas served by AAA, to provide and promote flexibility of service for consistent and quality care to the patients of AAA's service area, and to adequately respond to major emergencies and catastrophic occurrences involving an unusual number of patients, AAA shall at all times have and retain the sole and exclusive right and discretion to assign, dispatch and deploy ambulance units and personnel wherever needed and required in AAA's service area; provided however, when units and personnel are assigned, dispatched and deployed outside the service area of County, back-up coverage will be provided by AAA to the extent permitted by the circumstances then existing and the capability of AAA to provide equipment and personnel for such back-up coverage.

9. ASSIGNMENT: This is an agreement to provide personal services and neither party hereto shall have the right to assign this agreement without the prior written consent of the other party.

10. ENTIRE AGREEMENT: This agreement and the covenants and agreements set forth herein are and shall constitute the entire agreement between the parties. Each party to this agreement hereby acknowledges and agrees that the other party has made no warranties, representations, covenants or agreements, expressed or implied, to such party other than those expressly set forth herein, and that each party in entering into and executing this agreement has relied upon no warranties, representations, covenants or agreements other than those expressly set forth herein.

11. AMENDMENT: This agreement shall not be varied in its terms by oral agreement or representation. Amendments to this agreement shall be by an instrument in writing of date even herewith or subsequent hereto, executed by appropriate officials of both parties.

12. INDEPENDENT CONTRACTORS: It is distinctly understood acknowledged and agreed that neither an employer-employee, nor principal-agent, nor partnership, nor joint venture relationship shall be created or exist between AAA and County, or any of their respective employees or personnel, under or by virtue of this agreement, and that the relationship between AAA and County shall at all times be that of independent contractors.

13. DISCLAIMER OF WARRANTY: The parties hereto hereby represent, acknowledge and agree that AAA has made no statements, representations or warranties of any kind or character whatsoever that the services to be provided by AAA under this contract either will or will not constitute compliance with any statutes, rules or regulations of either the state or federal governments, or any agency or instrumentality thereof, other than as to the certification of

the ambulance units and the emergency medical personnel under the applicable provisions of the Mississippi State Department of Health.

14. AIR AMBULANCE SERVICE: AAA acknowledges, understands and agrees that Stone County, Mississippi is a member of the Southeast Mississippi Air Ambulance District which, through its Contract Operator, AAA Ambulance Service, a Mississippi Non-Profit, Non-Share Corporation, operates a public air ambulance service. AAA agrees that when air ambulance service is needed the AAA Air Ambulance Service known as "Rescue 7" will be called first.

15. PATIENTS' CHOICE: AAA shall respect the wishes of patients and their families in regard to which hospital any such patient will be transported to.

16. AUTHORITY TO EXECUTE: This agreement is executed by the duly authorized officers and public officials of AAA and County, respectively, and has been authorized by their respective Board of Directors and governing body.

17. CAPTIONS: The captions of the various articles of this agreement are inserted only as a matter of convenience and are for reference and in no way define, limit or describe the scope or intent of this agreement nor in any way affect the same.

EXECUTED IN DUPLICATE on this 26th day of February, A.D., 2008, but to be effective March 15, 2008.

AAA AMBULANCE SERVICE
A Mississippi Non-Profit, Non-Share
Corporation

By: Wade N. Spruill, Jr.
Wade N. Spruill, Jr.,
Chief Executive Officer

STONE COUNTY, MISSISSIPPI



By: Dale Bond
Dale Bond, President of
Board of Supervisors of
Stone County, Mississippi