

**NOTICE OF REGULAR MEETING OF THE
COMMISSIONERS COURT OF THROCKMORTON COUNTY, TEXAS**

Notice is hereby given that a regular meeting of the above named Commissioners Court will be held on Monday, the 13th day of December 2021 at 9:00 A.M., at 101 N. Minter , Throckmorton, Texas, at which time the following subjects will be discussed, to-wit:

1. Call meeting to order.
2. Read and approve minutes of previous meeting.
3. Hospital reports/approve hospital bills.
4. Citizen's Comments.
5. Discuss and take any action on setting the Throckmorton County Holidays for 2022.
6. Discuss and take any action on the setting the dates for Commissioner Court Meetings.
7. Discuss and take any action on renewing the contract with AirMedCare.
8. Elected officials report.
9. Approve and pay bills.
10. Adjourn.

Commissioners Court of Throckmorton County, Texas

Kayley Biles
Agenda Clerk

FILED FOR RECORD
at 8:20 o'clock A.M.

DEC 10 2021
Dianna Moore
CLERK COURT
THROCKMORTON, TX

COMMISSIONER'S COURT

Regular Meeting

Throckmorton County Commissioners' Court met in Regular Session on Tuesday the 13th day of December, 2021, at 9:00 A.M., at 105 North Minter, Throckmorton, Texas, with the following members present:

Present: Trey Carrington, County Judge, Casey Wells, Commissioner Pct #1, Kasey Hibbitts, Commissioner Pct #2, Greg Brockman, Commissioner Pct#3, Klay Mitchell, Commissioner Pct#4, Dianna Moore, County Clerk, Brenda Rankin, County Treasurer, and Doc Wigington

1. Trey Carrington called meeting to order at 9:02 A.M. and welcomed guest. Commissioner Wells is absent.
2. Dianna Moore read the minutes from the previous meetings. Kasey Hibbitts made the motion with Klay Mitchell seconding to approve the minutes. Motion carried 4-0.
3. No action on line item #3.
4. Citizen's hearing was held. No comments were made.
5. Commissioner Wells is now present. Kasey Hibbitts made the motion with Trey Carrington seconding to approve the County Holidays for 2022. See attached list. Motion carried 5-0.
6. Casey Wells made the motion with Kasey Hibbitts seconding to set the following days and time for Commissioner's Court for 2022. The court will meet on the 2nd and 4th Monday at 9:00 am of each month unless it falls on a Holiday, then the court will meet on the next business day. Motion carried 5-0.
7. Greg Brockman made the motion with Klay Mitchell seconding to sign the contract with AirMed for the county. See attached agreement. Motion carried 5-0
8. Elected Officials Report: Doc Wigington gave a report. See attached.
9. Brenda Rankin presented the court with the county bills. Kasey Hibbitts made the motion with Klay Mitchell seconding to approve and pay the bills. Motion carried 5-0.
10. Casey Wells made the motion and seconded by Greg Brockman to adjourn at 10:04 a.m. Motion carried 5-0.

Witnessed my hand AND approved this the 27th day of December, 2021.

Dianma More

ATTEST: County Clerk

[Handwritten Signature]

County Judge

THROCKMORTON COUNTY HOLIDAYS FOR 2022

January 17, 2022 (Monday) -----Martin Luther King Day

February 21, 2022 (Monday) -----President's Day

April 15, 2022 (Friday) -----Good Friday

May 30, 2022 (Monday) -----Memorial Day

July 4, 2022 (Monday) -----Independence Day

September 5, 2022 (Monday) -----Labor Day

October 10, 2022 (Monday) -----Columbus Day

November 11, 2022 (Friday) -----Veteran's Day

November 24th & 25th, 2022 (Thursday & Friday) -----Thanksgiving

December 23, 2022 (Friday) -----Christmas Eve

December 26, 2022 (Monday) -----Christmas

1 Bonus Day to use as you wish

Trey Carrington

From: Evans, Isaac <Isaac.Evans@gmr.net>
Sent: Monday, November 29, 2021 4:05 PM
To: Trey Carrington
Cc: De La Garza, Rosa
Subject: Fw: Throckmorton County, TX MSP PC 5833
Attachments: Throckmorton County, TX Agreement 2022.pdf; Throckmorton County 2022.pdf

Good afternoon!

See attached 2022 agreement. Please initial all pages, sign and return via scan/email.

Feel free to call or email with questions.

Thank you!

Isaac Evans
Area Director - Texas
W: 940-235-0117 | www.amcnrep.com



A Global Medical Response Solution.
Extraordinary stories. Extraordinary people. | www.atamomentsnotice.com



Plan Code: 5833

**AirMedCare Network Municipal Site Membership
For Throckmorton County, TX**

Organization: Throckmorton County, TX
Address: PO Box 700
Throckmorton, TX 76483
Contact: Judge Trey Carrington
Phone: 940-849-3081
Email: coljudge@gmail.com
County: Throckmorton

*940 849-8805
Trey.Carrington@throckmortoncounty.org*

Membership Sales Manager/Base: Jessica Sanders/AE63

Covered Individuals and Transports:

Any individual who resides within the boundaries of Throckmorton County, TX when transported for medical necessity by AirEvac Lifeteam (or any AirMedCare Network Provider) will be covered under the standard terms and conditions for an AirMedCare Network membership (attached), except:

- Transport must be from a pickup location in Throckmorton County, TX; and
- If the covered individual transported is uninsured at the time of transport, AirEvac Lifeteam will bill the covered individual at the "Medicare Allowable Rate" for the transport.

Fees:

Throckmorton County, TX will pay to AirMedCare Network a total of \$16,144.00 annual.

Upgrade Benefit to Covered Individuals:

Any individual who resides within the boundaries of Throckmorton County, TX may elect to obtain a full household membership (which eliminates the exceptions listed above) by completing an application and paying the following fees:

Standard Annual Rate	*Senior Annual Rate
\$45	\$35
*Senior rate is available to the primary and secondary household member if they are 60 years of age or older.	

Duration:

This agreement will be effective upon AirMedCare Network's receipt of (a) this agreement signed by the participating Organization AND (b) payment of the amount as provided above. This agreement will be effective for one (1) year, and will be evaluated by both parties for renewal at least thirty (30) days prior to the end of the one (1) year term.

T.C.





Terms and Conditions

AirMedCare Network ("AMCN") is an alliance of affiliated emergency air ambulance providers* (each a Provider). Your AMCN membership automatically enrolls you as a member in each Provider's membership program. Membership ensures that you will have no out-of-pocket flight expenses if flown by a Provider by providing prepaid protection against a Provider's air ambulance costs that are not covered by any insurance, benefits, or third-party responsibility available to you, subject to the following terms and conditions:

1. Patient transport will be to the closest appropriate medical facility for medical conditions that are deemed by the AMCN Provider attending medical professionals to be life- or limb-threatening, or that could lead to permanent disability, and which require emergency air ambulance transport. A patient's medical condition, not membership status, will dictate whether or not air transportation is appropriate and required. Under all circumstances, an AMCN Provider retains the sole right and responsibility to determine whether or not a patient is flown. Emergent ground ambulance transport of a member by an AMCN Provider, in connection with an emergent air ambulance transport by a Provider, will be covered under these same terms and conditions.

2. AMCN Provider air ambulance services may not be available when requested due to factors beyond the Provider's control, such as use of the appropriate aircraft by another patient or other circumstances governed by operational requirements or restrictions including, but not limited to, equipment manufacturer limitations, governmental regulations, maintenance requirements, patient condition, age or size, or weather conditions. FAA restrictions prohibit most AMCN Provider aircraft from flying in inclement weather conditions. The primary determinant of whether to accept a flight is always the safety of the patient and medical flight crews.

3. Members who have any insurance or other benefits available to them, or third party responsibility (or liability) claims, that cover in any way the cost of ambulance services are financially liable for the cost of AMCN Provider services up to the limit of any such available coverage or recovery. In return for payment of the membership fee, the AMCN Provider will consider its air ambulance costs that are not covered by any insurance, benefits or other third-party responsibility available to the member to have been fully prepaid. "Insurance" or "benefits" means any and all types of insurance or benefits without any limitation. By way of example only, such "insurance" or "benefits" include medical benefits available under health insurance, automobile insurance, homeowners insurance, workers compensation, and government insurance or benefits programs. Further, the terms "insurance" or "benefits" include any insurance or benefits that are owned by a member (or that are written or held in a member's name), as well as any insurance or benefits owned by someone else (or that are written or held in someone else's name) that provide coverage, to any extent, for the services provided by the AMCN Provider to a member. "Third-party responsibility" means any amounts that any third-party is required to pay to a member because of or related to the AMCN Provider's services rendered to the member. The AMCN Provider reserves the right to seek payment directly from any available insurance, benefits provider, or third party for services rendered to a member (to the same extent it could do so for any non-member patient), and members authorize all available insurers, benefits providers, and responsible third parties to pay any covered amounts directly to the AMCN Provider.

4. Members agree to remit to the AMCN Provider any payment received from any insurance, benefit providers, or any third party for any services provided by the AMCN Provider, not to exceed the amount charged by the AMCN Provider, including (but not limited to) instances in which payment for an AMCN Provider's services is made via settlement with any insurers, benefit providers, or third parties found responsible for a member's injury or condition leading to the air medical services provided by the AMCN Provider. Remitting such payments are not member out-of-pocket expenses because such payments originated from third parties only because of the air medical services provided to the member. Failure by a member to remit such payments constitutes a material breach of these terms and conditions and authorizes the Provider to seek full payment for its services from the member.

TLC





5. Neither the Providers nor AMCN is an insurance company. Membership is not an insurance policy and cannot be considered as a secondary insurance coverage or a supplement to any insurance coverage. **Neither the Providers nor AMCN will be responsible for payment for services provided by another ambulance service.**

6. Membership starts 15 days after AMCN receives a complete application with full payment; however, the waiting period will be waived for unforeseen events occurring during such time. Members must be natural persons. Memberships are non-refundable and non-transferable.

7. Some state laws prohibit Medicaid beneficiaries from being offered membership or being accepted into membership programs. By applying, members certify to the Providers that they are not Medicaid beneficiaries.

8. LIMITATION OF LIABILITY. THE LIABILITY OF AMCN AND THE PROVIDERS, AND THE DAMAGES AVAILABLE TO A MEMBER, FOR BREACH OF THESE TERMS AND CONDITIONS IS LIMITED TO ACTUAL DAMAGES IN AN AMOUNT NOT TO EXCEED (A) ANY AMOUNT ACTUALLY RECEIVED BY AMCN OR ANY PROVIDER IN VIOLATION OF THESE TERMS AND CONDITIONS AND (B) THE MEMBERSHIP FEE PAID BY THE MEMBER FOR THE APPLICABLE MEMBERSHIP TERM. IN NO EVENT SHALL AMCN OR ANY PROVIDER BE LIABLE TO A MEMBER UNDER THESE TERMS AND CONDITIONS PURSUANT TO ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT, OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER, ARISING OUT OF OR IN CONNECTION WITH THE MEMBERSHIP PROGRAM OR THESE TERMS AND CONDITIONS, EVEN IF AMCN OR A PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE MEMBER ACKNOWLEDGES AND AGREES THAT THE LIMITATIONS OF LIABILITY SET FORTH IN THESE TERMS AND CONDITIONS REFLECT AN ALLOCATION OF RISK SET FORTH IN THESE TERMS AND CONDITIONS AND THAT, IN THE ABSENCE OF SUCH LIMITATIONS, THESE TERMS AND CONDITIONS WOULD BE SUBSTANTIALLY DIFFERENT.

9. Any and all matters arising out of or relating to the AMCN membership program, these terms and conditions, and/or the subject matter hereof shall be governed by, construed, and enforced in accordance with the laws of the United States of America (including without limitation, the Federal Arbitration Act) and, to the extent not preempted by Federal law, the laws of the State of Missouri without regard to conflicts or choice of law principles, regardless of the legal theory upon which such matter is asserted. Outside of these terms and conditions, Federal law preempts state and local laws, regulations, and other provisions, including common law duties that relate to rates, routes, or services of an air carrier. To the extent a state or political subdivision thereof makes the incorporation of common law duties or state law in contracts optional, the Providers and you agree that this contract does not incorporate any such common law duties or state laws.

10. ARBITRATION AGREEMENT. Any controversy or claim arising out of or relating to the AMCN membership program, these terms and conditions, and/or the subject matter hereof shall be resolved by binding arbitration by a single arbitrator pursuant to the Consumer Arbitration Rules of the American Arbitration Association ("Rules"), as modified by these terms and conditions. The place of arbitration will be St. Louis, Missouri. The judgment on any award rendered by the arbitrator may be entered in any court having jurisdiction thereof. **THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED ON A CLASS ACTION, JOINT OR CONSOLIDATED BASIS OR ON BASES INVOLVING CLAIMS BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF OTHER MEMBERS OR OTHER PERSONS. THE ARBITRATOR MAY AWARD RELIEF ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF WARRANTED BY THAT INDIVIDUAL PARTY'S CLAIM.** The arbitrator is not authorized to award attorney's fees and costs or equitable relief. In the event the prohibition on class arbitration or any other provision in this arbitration agreement is deemed invalid or unenforceable, then the remaining provisions of these terms and conditions will remain in full force and effect. In the event of any dispute between the parties, you agree to first contact the Provider or AMCN and make a good faith effort to resolve the dispute before resorting to arbitration under these terms and conditions.





11. These terms and conditions supersede all previous terms and conditions between a member and the Providers or AMCN, including any other writings, or verbal representations, relating to the terms and conditions of membership. These terms and conditions may be modified or amended only in writing signed by the President or a Vice President of AMCN or a Provider, and may not be modified or amended orally, by trade usage or by course of conduct or dealing.

*Air Evac EMS, Inc. / Guardian Flight, LLC / Med-Trans Corporation / REACH Air Medical Services, LLC -- These terms and conditions apply to all AMCN participating provider membership programs, regardless of which participating provider transports you.

Agreed to by:

Trey Carrington
Signature

Trey Carrington
Printed Name

County Judge
Title

Throckmorton County
Organization Name

12-13-21
Date

Signature

Keith Hovey
Printed Name

Vice President
Title

Membership
Division

Date



P.O. Box 948
West Plains, MO 65775

800-793-0010 • Fax 866-299-3303
membership@airmedcarenetwork.com

Invoice

Throckmorton County, TX
PO Box 700
Throckmorton, TX 76483

For: AMCN Membership
Invoice #: 5833-11182021
Thursday, November 18, 2021

Quantity	Type	Dates	Amount
1	Municipal Site Membership	1/14/2022 – 1/14/2023	\$16,144.00
		Total Amount	\$16,144.00

Please make all checks payable to Air Med Care Network.

FedEx Code: 4804-1874-3
Mail to: 1800 Air Medical Drive, Suite 1
West Plains, MO 65775

-OR-

Send by regular mail
Mail to: PO Box 948
West Plains, MO 65775

If you have any questions concerning this invoice, please contact

Hayden Drumright at 417-257-1299 or email Hayden.Drumright@gmr.net



Doc Wigington
Throckmorton County Sheriff
P.O. Box 578
Throckmorton, TX 76483



Tel. 940-849-8855
Fax 940-849-8856

12-13-21

Elected Officials Report Commissioners Court

1. Game Warden Clay Armstrong transferring to Johnson County, Spoke with Carter Smith head of Law Enforcement as pertains to either transfer or recruit. New recruit class starts in August of 2022.
2. Trooper Joe Osborn injured on Operation Lone Star on border with partially torn Achille tendon, out for several weeks to months.
3. TCSO will be hosting a bike rodeo and safety class for ages pre-k to 15 in the spring those that attend are eligible to win new bicycle. All items donated

Sheriff Doc Wigington

Throckmorton County

The Great State of Texas

940.849.8855

940.849.8856 (fax)

		December 13, 2021	
		GENERAL BILLS	
<u>Vendor Name</u>	<u>Account</u>		<u>Amount</u>
CITY			410.82
FT BELKNAP ELECTRIC			39.67
ATMOS			64.72
TXU			978.91
HANDYMAN			58.53
TEXAS CHILD SUPPORT DIV			514.50
AMERIFLEX			79.20
LGS			845.00
JUSTICE SOLUTIONS			623.00
WILLIS SUPPLY			157.75
PENMAN	TVFD		184.67
PENMAN	WVFD		1,992.80
LEONARD AUTO	S.O.		83.14
LEONARD AUTO	TVFD		5.44
THE DRUG STORE			62.51
HENDRICK PROVIDER NETWORK			81.38
WINDSTREAM			6,215.33
HARRIS EXTERMINATING			145.00
GOLDSMITH			6,554.25
DE LAGE LANDEN			357.02
LOU ANN KARL			81.11
WEX			1,373.48
SPRING HOUSE			125.97
STEPHENS COUNTY			2,777.96
ALBANY COMUNICATIONS			229.01
POSTMASTER			54.00
COW COUNTRY FUEL	S.O.		82.21
COW COUNTRY FUEL	TVFD		12.75
GARLINGTON-BROWN			168.62
LILLIE TIMMS			15.43
OFICE DEPOT			96.99
NACO			450.00
EMPIRE PAPER			85.59
HAYLEY BRILES			49.82
BRAZOS COMMUNICATIONS			154.71
ACTION PRINTING			144.51
TCAD			31,218.59
BAXLEY AUTO	WVFD		1,397.12
BCBS			12,658.14
BOBBY T'S	TVFD		35.00
AEP			375.00
YELLOW ROSE LODGE	S.O.		250.00
BAR W ELECTRIC			232.50

PUMP SERVICE	S.O.	6.90
PUMP SERVICE	TVFD	26.87
PUMP SERVICE	VETERANS	30.70
BRECKENRIDGE AUTO	WVFD	923.52
ABC PRINTING		596.02
HASKELL FEEDS	CEA	609.98
JERRI ANN CORNETT	CEA	543.44
TAC		125.00
TAC		400.00
ELBERT PROPANE	TVFD	411.60
WTCJ&CA		200.00
SUPERVISION		150.42

TCM# 35.00
James K. Wigington 61.95

	December 13, 2021	
	BILLS	
	PRECINCT 1	
CITY		\$51.44
TXU		\$73.47
ATMOS		\$56.51
AT&T		
PENMAN		\$430.01
LEONARD AUTO		\$19.56
CITY		\$602.41
PUMP SERVICE		\$98.40
ZACK BURKETT		\$3,823.20
BUB & SAM CREEL TRUCKING		\$10,915.41
HOLUB TIRE		<u>\$102.95</u>
		\$16,173.36

	December 13, 2021	
	BILLS	
	PRECINCT 2	
CITY		\$102.13
TXU		\$24.90
ATMOS		\$78.44
PENMAN		\$866.38
LEONARD AUTO		\$508.14
PUMP SERVICE		\$79.75
CITY		\$602.41
TPD DIRT WORKS		\$4,050.00
BOBBY T'S		\$35.00
		\$6,245.02

	December 13, 2021	
	BILLS	
	PRECINCT 3	
STEPHENS REGIONAL SUD		\$62.31
TXU		\$39.75
CITY		\$602.41
LEONARD AUTO		\$43.99
PENMAN		\$45.90
BOBBY T'S		\$1,704.00
BJB		\$12,456.00
BRECKENRIDGE AUTO		<u>\$483.92</u>
	TOTAL	\$15,438.28

	December 13, 2021	
	BILLS	
	PRECINCT 4	
CITY		\$69.44
TXU		\$9.82
ATMOS		\$77.50
AT&T		\$86.54
LEONARD AUTO		\$117.52
ELBERT FARM STORE		\$2,430.71
COW COUNTRY FUEL		\$379.08
HANDYMAN		\$24.98
CITY		\$602.41
BOBBY T'S		\$70.00
ELIZABETH BELLAH		<u>\$2,560.00</u>
	TOTAL	\$6,358.56