

FILED FOR RECORD  
at 11:30 o'clock AM

JAN 11 2023  
*Diana Moore*  
CLERK COURT  
THROCKMORTON, TX

NOTICE OF SPECIAL MEETING OF THE  
COMMISSIONERS COURT OF THROCKMORTON COUNTY, TEXAS

Notice is hereby given that a special meeting of the above named Commissioners Court will be held on Monday the 16<sup>th</sup> day of January, 2023 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. Discuss and take any action on renewing the contract with AirMedCare.
4. Adjourn.

Commissioners Court of Throckmorton County, Texas

*Hayley Briles*

Agenda Clerk

## COMMISSIONER'S COURT SPECIAL MEETING

Throckmorton County Commissioner's Court met in Special Session on the 16th day of January, 2023, at 9:00 a.m., at 105 N. Minter, Throckmorton, TX, as which time the following subjects will be discussed, to-wit:

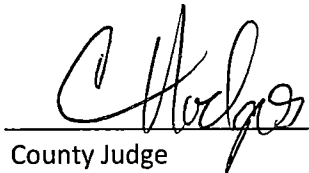
Casey Wells, Commissioner Pct. 1 (absent)  
Greg Brockman, Commissioner Pct. 3  
Caleb Hodges, County Judge

Kasey Hibbitts, Commissioner Pct. 2  
Klay Mitchell, Commissioner Pct. 4  
Dianna Moore, County Clerk (absent)

1. Caleb Hodges called meeting to order at 8:52 a.m. Commissioner Wells was absent.
2. Kasey Hibbitts made the motion with Greg Brockman seconding to sign the agreement between AirMed and Throckmorton County. The agreement is attached. Motion carried 4-0.
3. Klay Mitchell made the motion with Kasey Hibbitts seconding to adjourn at 8:54 a.m. Motion carried 4-0.

Witnessed my hand AND approved this the 23rd day of January, 2023.

  
ATTEST: County Clerk

  
County Judge



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:** 940-849-8805  
**Email:** [Trey.carrington@throckmortoncounty.org](mailto:Trey.carrington@throckmortoncounty.org)  
**County:** Throckmorton

**Membership Sales Manager/Base:** Cole Ward 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
\$55	\$45
*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.





## 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.



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:

Signature  
Printed Name  
Title  
Organization Name  
Date

Signature  
**Matt Muse**  
Printed Name  
**Executive Director of Membership**  
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 #: 5833-11112022  
Friday, November 11, 2022

Quantity	Type	Dates	Amount
1	Municipal Site Membership	1/14/2023 – 1/14/2024	\$16,144.00
		<b>Total Amount</b>	<b>\$16,144.00</b>

Please make all checks payable to Air Med Care Network.

**FedEx Code: 968794795**  
**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

Jennifer Gallamore at 417-257-1697 or email Jennifer.Gallamore@gmr.net

