

Memorandum of Understanding

WHEREAS, The Burnet County Sheriff's Office (BCSO) and Burnet Fire and EMS (BFAEMS) have come together to collaborate and to have a partnership between the two above listed agencies.

WHEREAS, the partners herein desire to enter into a Memorandum of Understanding (MOU) setting forth the services to be provided by the collaborative: and

WHEREAS, the MOU will be agreed upon by the collaborative through its partners.

NOW, THEREFORE, it is hereby agreed by and between partners as follows:

According to the Texas Health and Safety Code Section 573.005 (a), The BCSO can enter into agreement with an emergency medical service, to transport patients to an in-patient mental health facility. The BCSO has the authority to request emergency detentions on, according to the Texas Health and Safety Code Section 573.001. The BFAEMS has agreed to transport *non-indigent* patients, who are under an emergency detention by a peace officer, according to the Texas Health and Safety Code Section 573.001, to the authorized in patient mental health facility that has agreed to except a patient for admissions. Authorized hospitals listed are: Georgetown Behavioral Hospital, Cross Creek Hospital, Rock Springs Hospital, Cedar Crest Hospital and Austin Lakes Hospital.

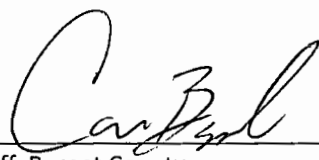
Also, according to the Texas Health and Safety Code, if a patient in need of an emergency detention according to the Texas Health and Safety Code Section 573.001, is transported by a MOU between the Burnet County Sheriff's Office and the Burnet Fire and EMS. The Texas Health and Safety Code Section 573.005 (c) (2) requires that the "Officer determines that transferring the person for transport is safe for both the person and the personnel". (I.e. not aggressive or assaultive)

It is further required by the Texas Health and Safety Code that the MOU addresses the cost of transporting patients under Section 573.005 (b) (1), therefore it is understood that BFAEMS will only be requested to transport those *Non-Indigent* patients, who have proper insurance that can be billed by BFAEMS. The BCSO nor Burnet County will be responsible for any billing of patients by BFAEMS. If a patient is *indigent* the BCSO will conduct the transport, according to Section 573.001, without the assistance of the BFAEMS.

The roles and responsibilities described above are contingent upon both partners agreement to carry out as described in the MOU. Either partner can request termination of this MOU by providing 30 days' notice to the other partner. This MOU will renew automatically each year, unless a partner requests termination, as outlined in this MOU.

We, the undersigned have read and agree to this MOU.

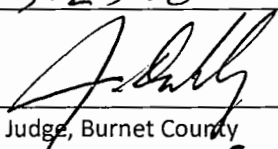
By : _____
Chief / Director, BFAEMS

By : 
Sheriff, Burnet County

Date: _____

Date: 3-23-18

By : _____
City Manager, City of Burnet

By : 
County Judge, Burnet County

Date: _____

Date: 3.27.18