**Reimbursement Agreement**

**Between**

**Texas Department of Public Safety**

**And**

**TMOP Officer**

This is a Reimbursement Agreement under Texas Government Code, Chapter 2109, by and between the Texas Department of Public Safety (DPS) and the undersigned Tactical Medical Officer (referred to as Officer).

**I. PURPOSE**

This agreement delineates reimbursement procedures for the Officer under the authority of the DPS Tactical Medical Officer Program (TMOP).

**II. SCOPE**

The provisions of this Agreement apply to the reimbursement of Officer activities performed at the request of the DPS. The scope of this Agreement also includes training for Officer mandated by DPS to maintain Officer operational readiness.

**III. PERIOD OF PERFORMANCE**

This Agreement commences on the date of the last signature and continues for a period of five (5) years, unless terminated earlier in accordance with this Agreement.

**IV. PROGRAM DETAILS**

Program details are delineated in the TMOP materials and other related program materials and are incorporated herein by reference.

**VI. PROCEDURES**

1. Activation
2. Upon request from the DPS for assistance, the Officer will be activated.
3. The DPS will communicate an Alert and/or Activation notice to the Officer through the call-out system according to the current approved deployment procedures.
4. Management
5. Tactical deployment of Officer will be under the direction of the DPS representative assigned to the incident.
6. The DPS may remove Officer from the TMOP at any time with or without cause.

**VII. TRAINING AND EXERCISES**

Periodically Officer will be requested to attend sponsored training or exercises. Allowable travel costs and training expenses associated with this training or exercises will be reimbursed by the DPS.

**VIII. ADMINISTRATIVE, FINANCIAL AND OFFICER** **MANAGEMENT**

1. Reimbursement of Officer
2. The DPS will reimburse Officer for reasonable (as determined by the DPS) travel expenses associated with Officer’s travel for Officer training or deployment. All travel reimbursements will be in accordance with the State of Texas Travel Allowance Guide, published by the Comptroller of Public Accounts.

 <https://fmx.cpa.state.tx.us/fmx/travel/textravel/index.php>

1. Officer will be provided the necessary materials, equipment and supplies that Officer may need to accomplish their duties.
2. Officer will submit to the DPS all reimbursement requests within thirty (30) days of Officer's de-activation or completion of the DPS sponsored training event.

 B. Liability

The DPS and Officer will each be responsible for their own losses arising out of the performance of this Agreement.

C**.** Reimbursement Process

1. All requests for reimbursement will be submitted using the most current DPS Reimbursement Forms.

* 1. The DPS will process payment to Officer for all allowable expenses within 30 days of receipt of the properly completed and supported DPS Reimbursement Forms.

3. Officer will not be reimbursed for costs incurred by activations that are outside the scope of this Agreement.

1. All financial commitments herein are made subject to availability of funds from the DPS.
2. Officer must comply with DPS travel rules which can be found in the General Manual following this link:

<http://dpsnet/general/generalmanual/chapters/Chapter10Anx4.docx>

D**.** Employment Status

* + - 1. At no time will Officer become an employee of the DPS.
			2. The DPS has no obligation to make any payments to or on behalf of Officer except as expressly stated in this Agreement.

**IX. CONDITIONS, AMENDMENTS, AND TERMINATION**

1. This Agreement may be modified or amended only by the written agreement of the parties.
2. Any party, upon thirty (30) days’ written notice, may terminate this Agreement.
3. The State complies with the provisions of the Department of Labor Executive Order 11246 of September 24, 1965, as amended and with the rules, regulations and relevant orders of the Secretary of Labor. To that end, the State will not discriminate against any employee or Officer on the grounds of race, color, religion, sex, or national origin. In addition, the use of state or federal facilities, services, and supplies will be in compliance with regulations prohibiting duplication of benefits and guaranteeing nondiscrimination. Distribution of supplies, processing of applications, provisions of technical assistance, and other relief assistance activities will be accomplished in an equitable and impartial manner, without discrimination on the grounds of race, color, religion, nationality, sex, age, or economic status.
4. This Agreement is governed by the laws of the State of Texas. Officer will use the process delineated in Texas Government Code, Chapter 2260, to resolve any issues arising under this Agreement.

**X. DPS POINTS OF CONTACT**

 **TMOP CONTACT**

**(INSERT INFORMATION – NOTE OFFICER INFORMATION IS ON SIGNATURE LINE)**

**XI. GENERAL PROVISIONS**

1. Pursuant to Texas Government Code Section 321.013, acceptance of funds under this Agreement constitutes acceptance of the authority of the State, the Texas State Auditor’s Office, or any successor agency (collectively, “Auditor”), to conduct an audit or investigation in connection with those funds under Texas Government Code Section 2155.326. The Officer will cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested.
2. Pursuant to Texas Government Code Section 2252.903 any payments owing to the Officer under this Agreement may be applied directly toward certain debts or delinquencies that the Officer owes the State of Texas or any agency of the State of Texas regardless of when they arise, until such debts or delinquencies are paid in full.

This Agreement is entered on the last date signed below into by and between the following parties:

DPS:

Signature:

Name: Robert J. Bodisch, Sr.

Title: Deputy Director, Homeland Security and Services

Date:

OFFICER:

Signature:

Name:

Date:

Address for Notice to Officer Under this Agreement: