

exceptions;

- 3.1.6.** Administer guidelines adopted by the board for a comprehensive risk management program applicable to all state agencies to reduce property and liability losses, including workers' compensation losses;
- 3.1.7.** Review, verify, monitor, and approve risk management programs adopted by state agencies;
- 3.1.8.** Assist a state agency that has not implemented an effective risk management program to implement a comprehensive program that meets the guidelines established by the Board;
- 3.1.9.** Provide risk management services for employees of community supervision and corrections departments, as if the employees were employees of a state agency;
- 3.1.10.** Administer the workers' compensation insurance program for state employees established under Chapter 501; and
- 3.1.11.** Work with each state agency to develop an agency-level continuity of operations plan.

4. COVERED ENTITY RESPONSIBILITIES

- 4.1.** The COVERED ENTITY has the following responsibilities under this INTERAGENCY CONTRACT and applicable law:
 - 4.1.1.** Develop and implement an agency risk management program that either complies with SORM's risk management guidelines or utilizes other appropriate nationally recognized standards, including Occupational Safety and Health Administration (OSHA) standards;
 - 4.1.2.** Designate one or more accident prevention coordinators who will be responsible for implementation of safety rules adopted or promulgated by SORM;
 - 4.1.2.1.** Notify SORM of any change in the personnel designated as an accident prevention coordinator;
 - 4.1.3.** Seek a written exception to purchase insurance under a policy not sponsored by SORM when SORM offers the insurance under a sponsored policy;
 - 4.1.4.** Submit a SORM-201 and all documentation supporting the necessity of insurance coverage for a line of insurance that is not sponsored by SORM no later than 30 days before the intended purchase is scheduled to occur;
 - 4.1.5.** Report to SORM all losses and claims by the close of the tenth calendar day following the day of any claims or losses, or any changes in status thereto, including settlement or denial;
 - 4.1.5.1.** If the applicable insurance policy requires a shorter reporting time period for claims or losses, the time period in the policy shall govern both reports to SORM and the insurance company;
 - 4.1.6.** Develop an agency-level continuity of operations plan that outlines procedures to keep

the agency operational in case of disruptions to production, finance, administration, or other essential operations;

- 4.1.7.** Designate a Continuity Coordinator that is certified by a recognized organization;
 - 4.1.7.1.** Notify SORM of any change in the personnel designated as a Continuity Coordinator;
- 4.1.8.** Perform all duties required of an employer under the Texas Workers' Compensation Act in relation to its employees and covered injuries;
- 4.1.9.** Cooperate with SORM in all actions required for the proper administration of Texas Labor Code Chapter 501 and 28 Texas Administrative Code Chapter 251;
- 4.1.10.** Immediately notify SORM by telephone if an injury is severe or results in death, in addition to filing the required first report of injury;
- 4.1.11.** Designate one or more claims coordinators who will be responsible for receiving notice of injury from fellow employees and for completion of all required reports and submissions to SORM.
 - 4.1.11.1.** The claims coordinator must perform the employer responsibilities in the Texas Workers' Compensation Act and serve as a liaison between the injured employee and SORM.
- 4.1.12.** Notify SORM of any change in the personnel designated as claims coordinator;
- 4.1.13.** File annual reports required by Texas Labor Code Section 412.053 and 28 Texas Administrative Code Section 251.511;
- 4.1.14.** Prepare upon request, reports required by SORM for the proper administration of the risk management and workers' compensation programs.

5. RISK MANAGEMENT INFORMATION SYSTEM (RMIS) USER LICENSES

- 5.1.** SORM will assign one (1) Agency User License to each COVERED ENTITY. The Agency User License will provide access to the COVERED ENTITY's workers' compensation claims data, which includes entry of workers' compensation incidents, reporting workers' compensation claims, completing and submitting required forms, and uploading claim related documentation.
 - 5.1.1.** The Agency User License will also allow the user to view and run pre-designed dashboards and reports in SORM's RMIS.
- 5.2.** If COVERED ENTITY has not already done so, COVERED ENTITY must provide SORM with the name and contact information for its representative(s) who are authorized to obtain, transfer, and terminate Agency User Licenses and the name and contact information for each staff member that will access its workers' compensation claims data during FY2024.
 - 5.2.1.** The RMIS Licensing Form is located on SORM's website. The completed form for FY2024 should be submitted to ServiceDesk@sorm.texas.gov within 30 days.
- 5.3.** Each individual that will access COVERED ENTITY's workers' compensation claims data must obtain an Agency User License before accessing SORM's RMIS.
 - 5.3.1.** User is defined as an individual that is granted their own user account (with a unique

username and password) to access SORM's RMIS.

5.3.2. SORM will assign a unique and reasonably secure username for each user.

5.3.2.1. No user may use the username/user identification or password of any other user to access SORM's RMIS.

5.3.3. At the initial log-in, each user must use the click-through process to sign a Third-Party User Agreement (TPUA). Each user must comply with all the terms of the TPUA.

5.3.4. COVERED ENTITY must ensure that each user has completed cybersecurity training that complies with DIR requirements.

5.4. COVERED ENTITY may obtain additional Agency User Licenses by completing the RMIS Licensing Form located on SORM's website and submitting the form to ServiceDesk@sorm.texas.gov

5.4.1. New license requests between April 15 and August 31 will be activated in the next fiscal year.

5.5. SORM can transfer an Agency User License to another user.

5.5.1. COVERED ENTITY must:

5.5.1.1. Notify SORM if an individual that is assigned an Agency User License leaves employment or is transferred to a position that does not require access to SORM's RMIS.

5.5.1.2. Submit requests for license terminations and license transfers to ServiceDesk@sorm.texas.gov

5.6. Each Agency User License is valid for the entire fiscal year in which the license is obtained. Agency User Licenses must be renewed at the beginning of each fiscal year.

5.7. No later than July 15, 2024, and July 15, 2025, COVERED ENTITY must complete an Annual RMIS Licensing True-Up Form and submit the form to ServiceDesk@sorm.texas.gov

5.8. The cost for each Agency User License is \$225.00. The cost of licenses that are obtained after the beginning of a fiscal year will not be prorated.

5.8.1. The cost of the Agency User Licenses that are granted to COVERED ENTITY:

5.8.1.1. Prior to August 15, 2023, will be included in the initial FY2024 Assessment Invoice;

5.8.1.2. After receipt of the initial FY2024 Assessment Invoice will be included in the final Assessment Invoice for FY2024.

5.8.2. The cost of the Agency User Licenses requested by COVERED ENTITY for FY2025 will be included in the initial FY2025 Assessment Invoice.

5.8.2.1. The cost of Agency User Licenses that are granted after receipt of the initial FY2025 Assessment Invoice will be included in the final Assessment Invoice for FY2025.

6. TERM

6.1. The term of this INTERAGENCY CONTRACT shall be from September 1, 2023, and ending on August 31, 2025, and shall govern services provided and losses paid for FY2024 and FY2025.

7. ALLOCATION OF COSTS

7.1. The cost of funding workers' compensation losses, the cost of administering claims, and the cost of providing risk management services is distributed equitably to all participating state entities;

- 7.2. Texas Labor Code Section 412.0121 and 28 Texas Administrative Code Sections 251.505 and 251.507 set forth the methodology for calculating the total amount to be collected from each covered entity.

8. INVOICING

- 8.1. At the beginning of each fiscal year, in accordance with GAA, 88th Legislature, Article IX, Section 15.02, SORM must:
 - 8.1.1. Prepare a statement reflecting the assessments due from all state entities and present the statement to the Comptroller;
 - 8.1.2. Send the COVERED ENTITY an initial invoice showing the COVERED ENTITY'S estimated proportion of SORM's costs for the fiscal year using the methodology in 28 Texas Administrative Code Section 251.507.
- 8.2. In accordance with GAA, Article IX Section 15.02(c)(2), not later than May 1 of each fiscal year, SORM shall:
 - 8.2.1. Determine, based on actual costs since the beginning of the fiscal year and other estimated costs, the remaining assessment due from each entity;
 - 8.2.2. Prepare a statement reflecting the remaining assessment due from all state entities and present the statement to the Comptroller;
 - 8.2.3. Send the COVERED ENTITY an invoice showing the remaining assessment amount that is due to SORM.

9. AMOUNT OF ASSESSMENT

- 9.1. COVERED ENTITY'S initial assessment amount for FY2024 is set forth in Exhibit A;

10. TERMS OF PAYMENT

- 10.1. Pursuant to GAA, Article IX Section 15.02(c)(1), COVERED ENTITY shall pay 75 percent of its initial assessment to SORM at the beginning of each fiscal year.
- 10.2. In accordance with GAA, Article IX Section 15.02(d), transfers and payments are due upon receipt of the assessment invoice and shall be made not more than 30 days from receipt.
- 10.3. COVERED ENTITY must receive SORM's approval to pay its assessment in semiannual or quarterly installment payments pursuant to 28 Texas Administrative Code Section 251.513(b).
- 10.4. Payment must be made from funding in the same proportion as the COVERED ENTITY's expected payroll funding, including General Revenue Funds, dedicated General Revenue Fund accounts, Other Funds or local bank accounts;
- 10.5. Payment of the sums due under this INTERAGENCY CONTRACT shall be made in accordance with Comptroller's Accounting Policy Statement (APS-014).

11. CONFIDENTIAL INFORMATION

- 11.1. Each Party is responsible for complying with the provisions of Chapter 552, Texas Government Code (Texas Public Information Act) and the Attorney General Opinions

issued under that statute. Responses to requests for Confidential Information shall be handled in accordance with the provisions of the Texas Public Information Act. The Receiving Party will rely on the Disclosing Party's designation of information as confidential or public for purposes of the Texas Public Information Act. If either Party receives a public information request for information obtained pursuant to this Contract ("TPIA Request Recipient"), the TPIA Request Recipient shall provide the Disclosing Party a copy of such request within three (3) business days of receipt or determination that the Disclosing Party's records are responsive. If the Disclosing Party does not respond to the TPIA Request Recipient's notice within two (2) business days to advise whether the requested information falls within an exception to the public disclosure requirement under the Texas Public Information Act, then the TPIA Request Recipient will respond to the request in an appropriate manner that may include referral to the Office of the Attorney General.

11.2. If a Party is subject to a court order or a subpoena ("Subpoena Recipient") requiring the production and disclosure of Confidential Information obtained under this Contract, then the Subpoena Recipient shall abide by the terms of the court order or subpoena in compiling and providing the information. If not otherwise prohibited under the terms of the order or subpoena, then the Subpoena Recipient shall provide notice to the other Party with a copy of such order or subpoena as soon as reasonably practicable, but in no event later than three (3) business days of receipt or the Subpoena Recipient's reasonable determination that other Party's records are responsive.

11.3. Each Party shall provide notice to the other as soon as possible following the discovery or reasonable belief that there has been unauthorized use, exposure, access, disclosure, compromise, modification, or loss of sensitive personal information or confidential information under this Contract ("Security Incident"). COVERED ENTITY and SORM will exchange confidential, detailed security and Security Incident information only between the Information Security Officers of the parties subject to the mutually agreed restrictions regarding further internal or external dissemination of such confidential information within each agency. COVERED ENTITY and SORM may also disclose confidential, detailed security and Security Incident information to law enforcement authorities as required. To the extent such security and Security Incident information is confidential pursuant to Sections 2054.077, 2059.055, and 552.139, Texas Government Code, or other applicable state or federal law, each Party shall comply with all applicable statutory requirements and restrictions regarding dissemination of such information.

11.4. The Receiving Party will rely on the Disclosing Party's designation of information as confidential or public for purposes of Section 2054.1125, Texas Government Code. If any information is released in reliance on the Disclosing Party's designation of information as public and such release falls within Section 2054.1125, Texas Government Code, the Disclosing Party will provide any statutorily-required notice and bear all associated costs. If a Section 2054.1125, Texas Government Code release of information is due to the Receiving Party's failure to rely on the Disclosing Party's designation of information as confidential, the Receiving Party shall (1) provide the initial public notice, (2) be responsible for all costs associated with the notification, and (3) confer with the Disclosing Party subject to the Receiving Party's compliance with timely notification requirements. If the Disclosing Party elects to issue its own additional public notification, the Disclosing Party shall confer with the Receiving Party prior to the issuance of the notification and the Receiving Party shall bear all costs associated with providing such additional notice.

12. ENTIRE AGREEMENT

- 12.1.** This INTERAGENCY CONTRACT, including any Exhibits, embodies the final and entire agreement of the parties hereto, superseding all oral or written, previous and/or contemporaneous, agreements between the parties and relating to matters in this INTERAGENCY CONTRACT.
- 12.2.** No other agreements, oral or otherwise, regarding the matters of this INTERAGENCY CONTRACT shall be deemed to exist or to bind the parties hereto unless same be in writing, dated subsequent to the date hereof, and executed by the parties hereto.

13. MODIFICATION OF CONTRACT

- 13.1.** Except when the terms of this INTERAGENCY CONTRACT expressly provide otherwise, any alterations, additions or deletions to the terms hereof shall be by amendment in writing executed by both SORM and COVERED ENTITY, dated subsequent to the date hereof.
- 13.2.** It is understood and agreed by the parties hereto, that changes in state and federal rules, regulations or laws applicable hereto may occur during the term of this INTERAGENCY CONTRACT and that any such changes shall be automatically incorporated into this INTERAGENCY CONTRACT without written amendment hereto, and shall become a part hereof as of the effective date of the rule, regulation or law. COVERED ENTITY expressly agrees to comply with all applicable federal, state and local laws.

14. NOTICES

- 14.1.** Any notice required or permitted to be given under this INTERAGENCY CONTRACT shall be sufficient if given at the addresses set forth below or to any other address of which written notice of change is given:

SORM

State Office of Risk Management
Attn.: Executive Director
P.O. Box 13777
Austin, Texas 78711-3777

COVERED ENTITY

Texas Juvenile Justice Department
Executive Director
1711 San Jacinto Blvd.
Austin TX 78758

15. SUCCESSORS AND ASSIGNS

- 15.1.** This INTERAGENCY CONTRACT shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and their assigns, except, as otherwise expressly provided for herein.

16. VENUE AND GOVERNING LAW

- 16.1.** This INTERAGENCY CONTRACT is made and is to be performed in Travis County, Texas, and is governed by the laws of the State of Texas.

17. LEGAL AUTHORITY

- 17.1.** The undersigned parties do hereby certify that:
- 17.1.1.** The services specified above are necessary and essential and are properly within the statutory functions and programs of the affected agencies of State government;
 - 17.1.2.** The proposed arrangements serve the interest of efficient and economical administration of those agencies;
 - 17.1.3.** The services, supplies or materials contracted for are not required by Section 21 of Article 16 of the Constitution of Texas to be supplied under contract to the lowest responsible bidder;
 - 17.1.4.** This Contract neither requires nor permits either party to exceed its duties and responsibilities or the limitations of its appropriated funds.
- 17.2.** The parties further certify that they have the authority to enter into this Contract by virtue of the authority granted in Chapter 771 of the Texas Government Code and the requirements of the General Appropriations Act for the 2024 - 2025 fiscal biennium.

18. CAPTIONS

- 18.1.** The captions to the various clauses of this INTERAGENCY CONTRACT are for information purposes only and shall not alter the substance of the terms and conditions of this INTERAGENCY CONTRACT.

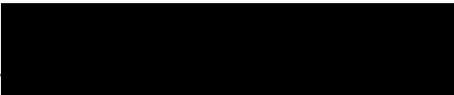
19. SEVERABILITY

- 19.1.** If any clause or provision of this INTERAGENCY CONTRACT is held invalid, illegal or unenforceable under present or future federal, state or local laws, then, and in that event, it is the intention of the parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this INTERAGENCY CONTRACT shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein. It is also the intention of the parties hereto that in lieu of each clause or provision of this INTERAGENCY CONTRACT that is invalid, illegal or unenforceable, there be added as part of the INTERAGENCY CONTRACT, a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

EXECUTED this the 28th day of August 2023, by SORM, signing by and through its Executive Director, duly authorized to execute same, and by COVERED ENTITY, acting through its duly authorized officials.

STATE OFFICE of RISK MANAGEMENT

COVERED ENTITY

By: 

By: 

(DIGITIZED SIGNATURE)
Stephen S. Vollbrecht,
JD, MA, AINS, AIS, MCP, MEMS
State Risk Manager
Executive Director

Executive Director, Shandra Carter

APPROVED AS TO FORM:

By:



(DIGITIZED SIGNATURE)

Deea Western
General Counsel