

## **EDI Trading Partner Agreement**

This is an agreement between the parties named below to use Electronic Data Interchange (EDI) technologies and techniques for the purpose(s) and objective(s) set out below or as amended from time to time in writing by mutual agreement and such further purposes and objectives as the parties may agree in writing from time to time with reference to this Agreement.

- 2. **Purpose.** Reporter is either required to file or may be allowed by law or regulation to file for itself or on behalf of customers or clients a First Report of Injury and Subsequent Report of Injury to the SBWC. The Objective is to initiate, implement and maintain First Report of Injury and Subsequent Report of Injury through electronic filing.
- 3. Both agree that the Objective is lawful and performance hereunder shall be deemed complete performance of the parties' obligations under any law or regulation governing the Objective. This document shall be deemed to fulfill any requirement on the part of the Reporter to apply to SBWC or any related governmental entity for permission to file information electronically.
- 4. Exhibit A, annexed and incorporated in this Agreement, sets forth the following mutually agreed elements of the arrangement between the parties.
  - A. The form, including data element definitions, and format of the data transmissions from the Reporter, including original submissions and corrections or re-submissions as needed (data transmissions).
  - B. The test and implementation plan and schedule under which the parties will prepare to send and receive data from each other.
  - C. The schedule, form, including data element definitions, and format of data transmissions from the SBWC, including acknowledgments, notices of error or notices of acceptance as applicable (data transmissions).
  - D. The data transport method or carrier that will be used to transmit and receive data transmissions.
  - E. The allocation of data transmission costs between the parties.
- 5. Each party shall retain the content of data transmissions in confidence to the extent required by law.

Agreed this \_\_\_\_\_day of \_\_\_\_\_ 200\_ for the parties by their duly authorized or lawfully empowered representatives.

(signature)	(signature)
(name)	(name)
(title)	(title)

A. The Reporter and SBWC agree to use the national EDI standards for First and Subsequent Reports of Injury, Release 3, established by the International Association of Industrial Accident Boards and Commissions, in any available format (i.e. flat file).

B. The Project will commence with the transmission of the version of the First Report Injury defined per paragraph C3 below on \_\_\_\_\_\_\_. During the testing phase, the Reporter will be required to file paper forms in addition to the electronic transmission of records. Once the testing requirements are met, the Reporter will no longer be required to file paper forms with the SBWC. If the Reporter's customers are required to file a paper copy of the First Report, the SBWC agrees to waive the requirement for all reports made to the SBWC by the Reporter on behalf of its customers.

B.2. The parties will perform a test of the reporting system. The test will determine whether the transmission mechanism is acceptable. Acceptance will occur when the parties agree that 85% of all electronic first reports (a) meet or pass all technical requirements for the test period, which shall be no longer than four (4) consecutive weeks. The term of the test will not exceed 90 days unless an extension is agreed to between the parties.

C.1. The format of data elements and definitions will conform to the International Association of Industrial Accident Boards and Commissions (I.A.I.A.B.C.) data dictionary as it is today and as amended from time to time and approved by the I.A.I.A.B.C. or as otherwise agreed between the parties in writing.

C.2. The transmission of data will occur on \_\_\_\_\_\_of each week from the Reporter or as otherwise agreed and will be received by the SBWC within the following business week.

C.3. The data elements for the First and Subsequent Reports and their priority are found on the attached trading partner table. <u>(FROI/SROI Element Requirements Table)</u> and Additional tables for other reports and forms can become part of this agreement by mutual agreement between the parties.

C.4. Any error in transmission will be timely identified by the SBWC, but not greater than five (5) business days.

D.1. Transmission will be accomplished via the Value Added Network (VAN) or web as agreed between the parties from time to time.

E.1. The Reporter shall pay transmission cost for all reports being sent to the SBWC. SBWC shall not bear the costs of any transmissions to the Reporter; Reporter shall pay transmission costs for all reports sent by SBWC to the Reporter.