

**ELECTRONIC DATA INTERCHANGE (EDI)
PROJECT AGREEMENT**

This is an agreement between the parties named below to use Electronic Data Interchange (EDI) technologies and techniques for the purposes and objectives set out below which may be 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.

1. Parties: (_____) referred to as “Trading Partner” and the Missouri Division of Workers’ Compensation referred to as “DWC.” The Trading Partner and the DWC agree to participate in the DWC and International Association of Industrial Accident Boards and Commissions (IAIABC) EDI Project for filing the electronic reports including the Reports of Injury and other forms as adopted by the DWC referred to as the “Project.”
2. **Objective:** The objective is to test, initiate, implement, and maintain the reports through electronic filing. The Trading Partner agrees that the objective is lawful and performance hereunder shall be deemed to be the complete performance of its obligations under any law or regulation governing such objective. This agreement fulfills the requirement on the part of the Trading Partner to apply to the DWC for permission to file the information electronically.
3. Electronic transmission of the reports will be accomplished via the method and time specified in the attached Electronic Trading Partner Profile, Electronic Transmission Profile – Receiver’s Specifications, Electronic Transmission Profile - Sender’s Response and Electronic Sender Trading Partner Profile – List of Insurers, which is made part of this agreement. The Trading Partner has reviewed the EDI Missouri Specific Requirements, Missouri Data Dictionary, the NCCI Occupational Codes, EDI Cause of Injury, Nature of Injury and Body Parts Codes that establish the data element reporting requirements which are made part of this agreement. The technical edits shall be identified via a correspondence flat file format, ANSI transmission document or other agreed-upon method.
4. The Project will commence with transmission of an agreed-upon version of an IAIABC-approved Report of Injury or other forms. During the testing phase, the Trading Partner will be required to file paper forms in addition to the electronic transmission of records. Once the testing requirements are met, the Trading Partner will no longer be required to file paper forms.
5. A successful transmission is one that: (a) meets or passes all technical requirements; and (b) matches or is more accurate than the paper forms filed.
6. The Project will continue with the transmission of other forms required by the DWC or other data retained or sought by any Party. The procedure followed for implementation of EDI transmissions of the Report of Injury and other forms, will be utilized for subsequent forms or reports.
7. All costs of transmission to the DWC and all acknowledgement costs shall be paid by the Trading Partner.

Confidentiality: Trading Partner understands and agrees that any and all information from or relating to the First Report of Injury and to the DWC databases shall be kept privileged and confidential. Trading Partner agrees that any information contained in or derived from, any DWC Claim file, shall not be disclosed to any party unauthorized to receive such information. Trading Partner is subject to and governed by the provisions of §287.380 RSMo *et seq.* Requests received by a party for information from a Report of Injury file shall be directed to the DWC’s custodian of records.

Database Security: Trading Partner understands and agrees that no unauthorized data shall be entered, nor any unauthorized changes made to data or disclose any information without prior authorization. Trading Partner understands and agrees that they shall not tamper with any record and has been informed that to do so is a criminal offense which could result in being charged with Tampering with Public Record, also a Class A misdemeanor, under § 575.110, RSMo. Trading Partner further understands and agrees that it is a crime to tamper with computer data or knowingly or without reasonable grounds to believe that he has authorization to modify or destroy data in the computer system; to disclose or take data residing in the computer system or computer network; disclose or take password, identifying code, personal identification number, or other confidential information about the computer system or network; or to receive or disclose data that is obtained in violation of §569.095, RSMo. Said section makes tampering with computer data a Class A misdemeanor, and if committed under certain circumstances to defraud or obtain property for \$150 or more, the charge will be a Class D felony.

Fraud & Noncompliance: Trading Partner understands that pursuant to §287.380.4 RSMo making a false report or statement in writing to the DWC is deemed a misdemeanor and on conviction thereof is punishable by a fine of not less than \$50 nor more than \$500, or by imprisonment in the county jail for not less than one week nor more than one year, or by both the fine and imprisonment.

IN WITNESS WHEREOF, the Trading Partner has executed this Agreement as dated below.

Division of Workers’ Compensation, Director/Designee

Trading Party Company Name

Printed Name

Carrier/Sender Authorized Representative Signature

Title

Printed Name

Date

Title

Date