

## Trading Partner Agreement Electronic Data Interchange

This is an agreement between the parties named below to use Electronic Data Interchange (EDI) technologies and techniques for the purpose(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.

1. **Parties.** The parties to this agreement are: State of Nebraska Workers' Compensation Court (hereafter NWCC); and \_\_\_\_\_ (insurance company, self insured employer, risk management pool or claims administrator (hereafter Trading Partner)).
2. **Purpose.** Trading Partner 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 Alleged Occupational Injury or Illness and Subsequent Report to the Nebraska Workers' Compensation Court. The Objective is to initiate, implement and maintain First Report and Subsequent Reports 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 Trading Partner to apply to NWCC to file information electronically.
4. Exhibit A and all requirements defined in the NWCC EDI Implementation Guide are annexed and incorporated in this Agreement and set forth the following mutually agreed conditions of the arrangement between the parties:
  - A. The schedule, form, including data element definitions, and format of data transmissions including original submissions and corrections or resubmissions as needed from the Trading Partner.
  - 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 transmission, including acknowledgments, notices of error or notices of acceptance as applicable from the NWCC.
  - D. The network transmission facilities and EDI Third Party Vendors or Data Collection Agents (Reporters) agreed upon by the parties in the Trading Partner Profiles.
  - E. The allocation of data transmissions costs between the parties.
5. Each party shall retain the content of data transmissions in confidence to the extent required by law.
6. The participation of NWCC in this agreement is contingent upon legislative appropriation of funds, and NWCC may terminate this agreement should said funds not be appropriated. The parties may also terminate this agreement upon ninety (90) days written notice. An orderly phase-out schedule will be mutually created by the parties.

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

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(name)

\_\_\_\_\_  
(name)

\_\_\_\_\_  
(title)

\_\_\_\_\_  
(title)

\_\_\_\_\_  
(TRADING PARTNER)

\_\_\_\_\_  
(NWCC)

# Nebraska Workers' Compensation Court

## Exhibit A

- A.1 Trading Partner and NWCC agree to use the American National Standards Institute X12N Standards established by the International Association of Industrial Accident Boards and Commissions (IAIABC), where applicable, or the flat file equivalent.
  
- B.1 The Project will commence with the transmission of the version of the First Report of Alleged Occupational Injury or Illness defined per paragraph C3 below on \_\_\_\_\_. 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.
  
- 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 ninety percent (90%) of all electronic First Reports (a) meet or pass all technical requirements; and (b) match or are more accurate than the paper forms filed for a period of up to 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 IAIABC Data dictionary as it is today and as amended from time to time and approved by the IAIABC or as otherwise agreed between the parties in writing.
  
- C.2 The transmission of data will occur in accordance with the transmission profiles but in no case shall an electronic claim be filed later than the timeframes indicated in Rules 29 and 30.
  
- C.3 The data elements for the First and Subsequent Reports and their priority are found in the Trading Partner Tables. 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 NWCC, but not greater than five (5) business days.
  
- D.1 Transmission will be accomplished via the IVANS, AT&T, or other network transmission facilities as agreed between the parties from time to time.
  
- E.1 The Trading Partner agrees to pay all transmission costs, unless otherwise agreed upon by both parties.