pennsylvania
DEPARTMENT OF LABOR & INDUSTRY
BUREAU OF WORKERS' COMPENSATION

EDI
TRADING PARTNER AGREEMENT

We, the undersigned, as representatives of our respective organization, corporation or governmental entity, do hereby agree to the following:

1. The Pennsylvania Department of Labor & Industry Bureau of Workers' Compensation (BWC) is the regulatory agency responsible for administering the Workers' Compensation and Occupational Disease Acts. _____ is an insurer, third-party administrator or employer engaged in the business of adjusting or servicing Pennsylvania workers' compensation injury claims.

2. BWC and _____ agree that First Reports of Injury (FROI) and Subsequent Reports of Injury (SROI) will be sent to BWC using the national standards for Electronic Data Interchange (EDI) developed by the International Association of Industrial Accident Boards and Commissions (IAIABC), as adopted by Pennsylvania.

3. BWC shall provide 60 days notice of subsequent changes regarding elements, standards or other requirements.

4. BWC will authorize the filing of FROI and SROI through EDI upon execution and successful completion of the following: (1) this Agreement; (2) the PA Claims Administrator ID List; (3) the PA Claims Administrator Address List; (4) the Transmission Profile- Sender & Receiver.

5. Once BWC authorizes the filing of FROI and SROI through EDI, _____ shall timely file all FROI and SROI using EDI consistent with the EDI Implementation Guide and the reporting requirements of the Act, regulations and/or any applicable department-issued policy statement or written guidance. _____ shall submit true, correct and accurate data and information in all FROI and SROI filed via EDI. In addition, for all data and information which is submitted to BWC via EDI in connection with a filing for which a copy is required by law to be provided to another party, _____ shall provide a true and correct copy of such data and information to that party.

6. _____ will pay any and all EDI transmission costs.

7. _____ shall provide BWC written notice of changes to EDI business or technical contacts by updating its Master Trading Partner Profile.

8. _____ may add or remove licensed insurers or approved self-insurers by updating its Claims Administrator ID List. Notification of such updates shall be sent to BWC within 7 days of the addition or removal.

9. Any error in transmission will be identified by BWC, and sent to the sender via the acknowledgment record. The sender will correct the identified errors and resubmit the record within 10 days of receiving the acknowledgment record.

10. Neither party shall be liable to the other for any damages, including special, incidental, exemplary or consequential damages, arising from or as a result of any delay, omission or error in the electronic transmission or receipt of any documents pursuant to this agreement.

11. _____ shall provide 30 days notice in writing to BWC of its intent to discontinue use of EDI.

12. BWC reserves the right to terminate this agreement for any reason, including failure to comply with the foregoing provisions of the agreement by _____ , upon 30 days written notice.

13. This agreement may only be amended by a written submission, signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as dated below:

_____	_____
Trading Partner	Telephone
_____	_____
Name and Title	Fax
_____	_____
Address1	Email
_____	
Address2	
_____	
City/State/Zip	
_____	_____
Signature	Signature (BWC Claims Management Division Chief)
_____	_____
Date	Date

Send completed, signed Trading Partner documents to the Bureau of Workers' Compensation via WCAIS Customer Service "Submit a Question" using the category of "EDI" and sub-category of "Trading Partner Agreements".

Any individual filing misleading or incomplete information knowingly and with the intent to defraud is in violation of Section 1102 of the Pennsylvania Workers' Compensation Act, 77 P.S. §1039.2, and may also be subject to criminal and civil penalties under 18 Pa. C.S.A. §4117 (relating to insurance fraud).

Auxiliary aids and services are available upon request to individuals with disabilities.
Equal Opportunity Employer/Program