

EDI TRADING PARTNER AGREEMENT

Appendix B

Alabama Workers' Compensation
649 Monroe Street
Montgomery AL 36131

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 Alabama Department of Labor, Workers' Compensation Division (AWCD) 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 Alabama workers' compensation injury claims.
2. AWCD and _____ agree that First Reports of Injury (First Reports) will be sent to AWCD utilizing the national standards for Electronic Data Interchange (EDI) developed by the International Association of Industrial Accident Boards and Commissions (IAIABC), as adopted by Alabama.
3. AWCD shall provide 60 days notice of subsequent changes regarding elements, standards or other requirements.
4. AWCD will authorize the filing of First Reports through EDI upon execution and successful completion of the following: (1) this Agreement; (2) the EDI Trading Partner Profile (*Appendix C*); (3) the Transmission Profile – Sender's Response (*Appendix F*); (4) the Insurer/Claims Administrator ID List (*Appendix G*); and (5) compliance to the required testing and production procedures (see *Appendix K*).
5. Once AWCD authorizes the filing of First Reports through EDI, _____ shall file all First Reports utilizing EDI consistent with the reporting requirements of Alabama Workers' Compensation Law, §25-5-4, §25-5-5 and §25-5-7 (relating to reporting injuries).
6. _____ will pay any and all EDI transmission costs.
7. _____ shall provide AWCD written notice of changes to EDI business or technical contacts by updating its EDI Trading Partner Profile (*Appendix C*).
8. _____ may add or remove licensed carriers or approved self-insurers by updating its Insurer/Claims Administrator ID List (*Appendix G*). Notification of such updates shall be sent to AWCD within 7 days of the addition or removal.

9. Any error in transmission will be identified by AWCD, and sent to the sender via the acknowledgment record or other means. The sender will correct the identified errors and resubmit the record within 10 days of error notification.
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 AWCD of its intent to discontinue utilization of EDI. In such instances, _____ shall submit First Reports by alternate electronic means as approved by AWCD.
12. AWCD 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. In such instances, _____ shall submit First Reports by alternate electronic means as approved by AWCD.
13. This Agreement may be amended only in writing signed by both parties.

Trading Partner

Name and Title

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Address1

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City/State/Zip

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Email

Signature

Date