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I. ELECTRONIC DATA INTERCHANGE - DEFINITION AND PURPOSE

A. Definition - The Arkansas Workers' Compensation Commission ("Commission") accepts Electronic Data Interchange ("EDI") transmissions, which allow the filing of data via paperless forms, pursuant to a contractual arrangement with an Insurance Carrier, Commission-approved Self-Insured Employer, Commission-approved Self-Insured Group, Third Party Administrator, or Governmental Entity ("Reporter").

B. Purpose - The intended purpose of accepting electronic transmissions is to allow for a faster and more efficient method of reporting claim information to the Commission. As a result, claims will be processed faster, allowing injured employees benefits to be paid in a more timely fashion.

II. TRANSMISSION AND RETRIEVAL OF DATA

A. Specifications

1. Transmission and retrieval of data shall be accomplished via a method designated by the Commission. Such method may include magnetic tape, direct connection, electronic mailbox, or another method agreed upon.

2. Transmission by the Reporter via the specified method is deemed by the Commission to meet the Commission's requirements for transmittal and receipt of document data on behalf of the Reporter, including any requirement that the document be signed by the Reporter or Employer.

3. Transmissions by the Reporter and retrieval by the Commission will be at a time and to a place designated by the Commission.

4. The Commission agrees to access on a timely basis the information transmitted by the Reporter, and to timely acknowledge receipt of the transmission back to the Reporter via telephone, facsimile transmittal, electronic acknowledgment, or other method.

B. Applications

1. Reporters have precise, once-a-week transmission times to deposit forms via

the designated method. Transmission times are set forth in each Reporter's contract with the Commission and must be adhered to for efficient exchange of data.

2. Transmission errors shall be timely identified by the Commission and directed to the Reporter.

3. The Commission will cooperate to find satisfactory resolutions should conflicts arise in EDI scheduling.

4. If transmissions occur no more frequently than on a weekly basis, it is possible for a transmission deposited on Monday to be updated prior to its actual transmission to the Commission.

III. EDI PROJECT SPECIFICATIONS

A. Project Stages

1. The EDI Project will occur in two (2) stages: Initial Document Stage, which will consist of EDI transmission of an agreed-upon version of a First Report of Injury; and Subsequent Document Stage, which will consist of EDI transmissions of other documents used by the Commission, or other data retained or sought.

2. Both Stages will consist of two (2) phases: Parallel Production Phase, or testing phase, during which the Reporter will transmit data electronically to the Commission, while concurrently filing the same information via paper reports; and Full Production Stage, which will begin upon the successful completion of the Parallel Production Phase. During this Phase, concurrent testing will discontinue, and the electronic transmission of the data will become standard.

B. Duration - Any Phase of the Project shall begin on or after the date of the written agreement between the Commission and the Reporter, or on a mutually agreed upon date, and shall continue until the Reporter satisfies the Success Criteria set forth below.

C. Success Criteria - Any Phase of the Project shall be considered a success when the Reporter has transmitted data, for a time designated by the Commission, which meets the Acceptance Criteria stated below, and has been accepted by the Commission.

D. Acceptance Criteria - The Commission's Acceptance Criteria is that the information transmitted:

1. Meets the Mandatory Data Elements set forth in the Technical Criteria Format section of this Rule; and

2. Passes the edits as designated in the Technical Criteria Format section of this rule; and

3. Matches or is more accurate than the paper forms filed by the Reporter to the Commission.

E. Completion of Parallel Production Phase - Upon successful completion of a

Parallel production Phase, the Commission shall notify the Reporter in writing that the Reporter is no longer required to send the corresponding report via paper document to the Commission.

F. Technical Criteria Format - The transmission of forms, as set forth in each contract, requires that all data conform with regard to:

1. Data Elements - All data elements pertaining to any document or report shall be set forth in a corresponding trading Partner Table, and shall specify whether the element is mandatory, conditional or optional.

2. Technical Edits - All technical edits shall be applied to all documents received electronically to ensure that mandatory elements are always supplied, conditional elements are supplied when appropriate, and that all other data elements meet the prescribed formats and data relationship tests. Documents that fail to pass these edits will be rejected and must be resubmitted once the appropriate changes have been made.

G. EDI transmissions must meet all Technical Edit and Mandatory Data requirements in order to be accepted by the Commission.

H. Any forms received by the Commission which do not meet all Technical Edit and Mandatory Data requirements will be rejected and returned to the Reporter for refileing.

IV. TRANSMISSIONS TO THE COMMISSION

A. In order for any form required by the Commission to be "filed," the EDI transmission must first be "accepted." In order for a transmission to be considered "accepted," the transmission must meet the requirements set forth in Section II.

B. First Report of Injury or Illness

1. Commission acceptance of a First Report of Injury or Illness (Form 1) establishes a file, regardless of amount of time lost by a claimant.

2. The acceptance of Form 1 obligates the Reporter to file all additional required forms.

V. DATA RETENTION, CONFIDENTIALITY AND DATABASE SECURITY

A. All data shall be maintained in the Reporter's database for the statutory requirements for retaining such information.

B. Databases transmitted pursuant to an EDI agreement shall be kept privileged and confidential, and any information contained in any electronic record is subject to all existing and applicable laws, rules and regulations regarding confidentiality.

C. Reporters shall not enter any unauthorized data, make any unauthorized alterations to their own data, or access or alter the data of another Reporter.

D. The parties shall have the rights to make use of the information contained in any electronically submitted record as they would have had in the equivalent paper based

document.

VI. CRIMINAL PENALTIES

Destroying, damaging or tampering with EDI Transmissions or equipment may subject one to criminal penalties.

A. Ark. Code Ann. Sec. 5-38-101(2) defines “property” to include “intangible personal property.”

B. Ark. Code Ann. Sec. 5-38-101(3) defines “property of another” as “any property in which any person or government other than the actor has a possessory or proprietary interest.”

C. Ark. Code Ann. Sec. 5-38-203(a) states:

A person commits the offense of criminal mischief in the first degree if he purposely and without legal justification destroys or causes damage to:

(1) any property of another[.]

D. Criminal mischief in the first degree is a Class C felony or a Class A misdemeanor.

E. Ark. Code Ann. Sec. 5-38-204(a) states:

A person commits criminal mischief in the second degree if he:

(1) recklessly destroys or damages any property of another; or

(2) purposely tampers with any property of another, thereby causing substantial inconvenience to the owner or some other person.

F. Criminal mischief in the second degree is a Class D felony, a Class A misdemeanor, or a Class B misdemeanor.

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