MASTER STATE AGREEMENT
July 2008 Edition

Agreement made as of _____ between Insurance Services Office, Inc., located at 545 Washington Boulevard, Jersey City, New Jersey 07310-1686, on behalf of itself, its subsidiaries and affiliates ("ISO®") and <u>Iowa Workforce Development</u> with offices at _____ ("Licensee").

In consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1.　　<u>LICENSE:</u> ISO grants to Licensee a non-exclusive, non-transferable license to use the data, products, information, services, ISO-supplied software and associated documentation ("Products") set forth in the Product Supplement(s) attached hereto and incorporated herein by reference, within the states, jurisdictions or territories of the United States of America, subject to the terms and conditions contained herein. "Agreement" shall mean this agreement, its Annexes, Exhibits and all Product Supplement(s) executed by Licensee. ISO will provide to Licensee, for sole use by Licensee, the Products described in the Product Supplement(s) provided the Licensee executes all necessary Product Supplements, and abides by the terms of this Agreement. Except as may be permitted under a Product Supplement(s), Licensee agrees to restrict access to all Products and the information or data therein to those employees of Licensee who have a need to use them solely in connection with the provision of the services noted above ("authorized employees"). Neither Licensee, its authorized employees, any other authorized user of the Products, nor anyone acting by or through Licensee shall sell, transfer, distribute, publish, disclose, display or otherwise make the Products available, in whole or in part, or any of the information or data therein, to any other person or entity, without the express written consent of ISO.

In the event Licensee fails to satisfy the condition specified above, ISO may immediately cease providing Products to Licensee and may terminate access to the Products and thereafter notify Licensee of same.

2.　　<u>TERM:</u> This Agreement is effective on the date noted above and shall remain in force until terminated.

　　a.　This Agreement or any Product Supplement may be terminated by ISO:

　　　　i.　if Licensee materially violates any term or condition of this Agreement and fails to cure said violation within thirty (30) days following receipt of notice thereof from ISO. In such event, ISO may cease providing the Product(s) to Licensee. Upon Licensee curing its default hereunder to ISO's satisfaction, ISO may reinstitute the provision of and access to Products at the earliest reasonable opportunity; or

　　　　ii.　if Licensee defaults in the payment of any fee(s) or charge(s) due upon thirty (30) days prior notice; or

　　　　iii.　immediately, if Licensee (A) terminates or suspends its business; (B) becomes subject to any bankruptcy or insolvency proceeding under federal or state law; or (C) becomes insolvent or becomes subject to direct control by a trustee, receiver or similar authority.

　　b.　Licensee may terminate any Supplement, or portion thereof:

　　　　i.　if Licensor materially violates any term or condition of this Agreement and fails to cure said violation within thirty (30) days following receipt of notice thereof from Licensee; or

　　　　ii.　if Licensor (A) terminates or suspends its business; (B) becomes subject to any bankruptcy or insolvency proceeding under federal or state law; or (C) becomes insolvent or becomes subject to direct control by a trustee, receiver or similar authority; or

　　　　iii.　for any other reason, upon one hundred eighty (180) days written notice to ISO.

　　c.　In the event of termination including expiration of this Agreement or any Product Supplement, ISO shall have the right to immediately cease providing Products to Licensee and immediately terminate Licensee's access to Products without notice or demand. Termination under this Section 2 shall not relieve Licensee of its obligations regarding property or copyright as specified in Sections 7 and 8. In the event of any termination under this Agreement, Licensee shall continue to be obligated for any payments due up to and including the effective date of termination. ~~In addition, if the license to use any Product provided to Licensee electronically is terminated, Licensee will be liable and charged for payment of all termination or de-installation charges incurred by ISO related thereto, if any.~~ Termination of this Agreement and/or any Product Supplement(s) shall be in addition to and not in lieu of any other remedies available to ISO. Upon the expiration or other termination of this Agreement, the Licensee shall immediately discontinue use of the Products, and at ISO's option, (A) return to ISO all applicable Products provided, including all manuals, associated documentation and any copies thereof; or (B) destroy the applicable Products, including all manuals, associated documentation and any copies thereof, and certify in a writing signed by an officer of the Licensee that they have been so returned or destroyed.

3.   RESTRICTION AGAINST TRANSFER OF CONFIDENTIAL INFORMATION: ISO and Licensee acknowledge that much, if not all, of the material and information which has or will come into their possession from the other party pursuant to this Agreement consists of confidential and proprietary information, nonpublic personal information or software of the disclosing party and its affiliates, agents, licensees or third parties ("Confidential Information").   The party receiving such Confidential Information agrees to hold it in strictest confidence and agrees not to release or disclose such Confidential Information to any individual or entity, whether employee, subcontractor, or subcontractor employee, except that the receiving party may disclose such information to its employees who are necessarily involved in the provision of the products and services hereunder and have agreed in writing to keep the information confidential to protect the disclosing party's interests.

    a.   The receiving party agrees that it shall not disclose or release any confidential, secret or proprietary information of the disclosing party or any information marked and/or designated as confidential by the disclosing party ("Confidential Information") which is disclosed to the receiving party either (i) in a writing or other tangible form or (ii) orally to any third party, except with the disclosing party's prior written consent, unless compelled to do so by legal process.   In such case, the receiving party shall give the disclosing party reasonable and sufficient notice to allow the disclosing party to take action to protect its Confidential Information and trade secrets.   The receiving party shall treat the disclosing party's Confidential Information in the same manner and with the same protections and safeguards as receiving party treats its own confidential information and trade secrets.

    b.   The party receiving Confidential Information further agrees not to (i) use the Confidential Information for its own benefit or for the benefit of any third parties, other than for the performance of its obligations under this Agreement, and (ii) release or disclose the Confidential Information to any other entity, either during the term or after the termination of this Agreement.   In the event of any breach of this confidentiality obligation or of the obligations relative to the rights to products and services pursuant to this Agreement, or any product developed or delivered in providing services, the party receiving the Confidential Information acknowledges that the disclosing party would have no adequate remedy at law, since the harm caused by such a breach could not be easily measured and compensated for in the form of damages.

    c.   The party receiving the Confidential Information shall be solely responsible for maintaining the security of such Confidential Information and for complying with all federal, state, provincial and local laws, regulations, or other requirements including the Gramm-Leach-Bliley Act of 1999, 15 U.S.C., Section 6801, et seq. as amended from time to time governing the privacy, confidentiality and non-disclosure of such information.

    d.   The foregoing obligations shall not apply to any information which: (i) is or becomes known publicly through no fault of the receiving party; or (ii) is acquired or learned by the receiving party from a third party entitled to disclose it; or (iii) is already known to the receiving party before receipt from the disclosing party as shown by the receiving party's written records; or (iv) is independently developed by the receiving party, as shown by the receiving party's written records; or (v) must be disclosed by operation of law.

    e.   The foregoing obligations of each party shall survive the termination or expiration of this Agreement.

4.   RESTRICTION AGAINST COPYING OR MODIFYING THE LICENSED PRODUCT: The Products licensed hereunder may not be copied, modified or reproduced except as provided herein unless compelled to do so by legal process. In such case, Licensee shall give ISO reasonable and sufficient notice to allow ISO to take action to protect its confidential information and trade secrets. Use of the Products does not confer the right to print, reprint, publish, copy, sell, file or use same in any manner without the written permission of the copyright owner. Licensee agrees to reproduce and incorporate ISO's copyright notice, or the third party copyright notice stated in the Products, in any copies, modifications or partial copies of the Products that Licensee makes.

5.   FEES: Licensee agrees to pay all fees invoiced for Products licensed to Licensee by ISO regardless of whether Licensee actually uses any or all such Products. Licensee agrees to pay such invoices within thirty (30) days of receipt of the invoice. The fee for the initial distribution term for each Product licensed after the effective date of the Agreement is indicated on the applicable Product Supplement. Except for taxes based on ISO's income, Licensee shall be responsible to pay for all federal, state, and local sales, excise, use or similar taxes in connection with Licensee's license or use of the Products licensed hereunder. Interest shall be due on all charges not paid within thirty (30) days at the rate of 1% per month or the maximum interest permitted by law, whichever is less. A default in the payment of charges due for one Product may result in the termination of the license to use all Products and termination of access to Products provided to Licensee electronically. In the event Licensee desires to re-establish its license to use and/or access the Products after ISO has terminated this Agreement hereunder, and ISO agrees to provide such Products or access, Licensee shall pay all outstanding charges, as well as any administrative costs that ISO may impose, and all charges incurred by ISO in disconnecting and reconnecting Licensee access to the Products, if applicable. For any Products which will be provided to Licensee electronically, the Licensee, at its expense is required to: (a) provide all necessary Licensee equipment and appropriate interfacing devices, and (b) pay for all costs to connect to ISO products and/or services.

6. **SECURITY REQUIREMENTS:** Licensee agrees to comply with the following security requirements for any Products licensed hereunder.

(a) Licensee agrees that it will not attempt to circumvent any security measures contained within or associated with any Product licensed hereunder.

(b) To the extent a Product licensed hereunder is accessed electronically, the following security measures will apply. Third-party software, sometimes called "spyware", can infect a user's computer and capture data without permission. ISO is not responsible if any confidential data of Licensee or its agents is compromised in this manner. In order to protect its own data, ISO reserves the right, without prior notice, to suspend access to any ISO web application by any user or agent whose computer is infected in this manner until the infection is removed. ISO will make reasonable efforts to notify the Licensee beforehand, but circumstances may require prompt action.

(c) Passwords. For those Products designated on the Product Supplement(s) as requiring a password, ISO will assign unique sign-on IDs and passwords, and Licensee and its authorized employees shall only access the Product(s) through use of the assigned sign-on IDs and passwords, which must be kept confidential. Licensee shall not distribute or divulge a valid sign-on ID and/or password to anyone except to its authorized employees, unless otherwise permitted in the Product Supplement(s) or in a separate writing by ISO. Licensee is responsible for all charges as described in the Product Supplement(s) as they relate to the use and activity charged to Licensee's sign-on IDs. ISO retains the right to change any sign-on ID and/or password at its discretion and notify Licensee sufficiently in advance so as not to interfere with Licensee's authorized continuous use of the Product(s). ISO also agrees to promptly change the password upon Licensee's request. Access to products which require a password must be discontinued simultaneously: (i) for any employee, with the end of that employee's employment with Licensee; and (ii) for any other user authorized by the Product Supplement(s), or otherwise authorized by ISO in writing, with the end of that user's relationship with Licensee. Licensee shall be liable, and indemnify ISO, for all fees and all loss or damage caused by or resulting from the continued use of Licensee sign-on ID(s) and password(s) by terminated employees or unauthorized users.

7. **ACKNOWLEDGEMENT OF ISO INTELLECTUAL PROPERTY:** Licensee acknowledges that ISO claims ownership of and a copyright in the Products. ISO is the owner or authorized licensee of all proprietary information contained in the Products and has the right to grant Licensee the license to use the Products in accordance with this Agreement without violating any law, rule or regulation. Licensee shall not contest or dispute, and waives any defense concerning, any valid ownership or copyright claim made by ISO in the Products. Licensee agrees not to take any action that would in any way impair, jeopardize, be inconsistent with, or violate ISO's ownership of the Product(s) or any valid ISO copyright. ISO's claims of copyright relate to all Products provided to Licensee pursuant to this Agreement, unless it is stated in the Product Supplement(s), or on the Product itself, that a Product is copyrighted by or proprietary to a third party. All applicable rights to patents, copyrights, trademarks and trade secrets in the Products, and any modifications made to the Products, and in the information or data therein, shall remain in ISO or the applicable third party. Licensee agrees that such third parties are third-party beneficiaries of this Agreement and are entitled to enforce their rights hereunder against Licensee. Nothing in this Agreement shall be construed as granting to Licensee any right, title or interest in or to any patent, trademark, copyright or other right of ISO or any applicable third party. Licensee warrants and represents that it will take all reasonable steps necessary to protect and preserve the Product(s) and the interests and rights of ISO and any applicable third parties therein, including appropriate action by instruction or agreement with its employees permitted access to the Products.

Licensee shall not attempt to decompile, reverse engineer, or otherwise disassemble or obtain the source code of any Product provided hereunder.

8. **REQUIRED COPYRIGHT NOTICE:**

a. If Product(s) are reprinted, copied or otherwise used in full, copies must reflect the copyright notice actually shown on the Product(s).

b. If Product(s) are reprinted, copied or otherwise used in part, the following legend must appear at the bottom of each page so used:

"Includes copyrighted material of Insurance Services Office, Inc. with its permission."

If the material to be reprinted, copied or otherwise used is copyrighted by a third party, Licensee must obtain permission of the copyright owner to so use the material, and abide by any requirements set forth by the third party.

9. **LIMITATION ON WARRANTIES; NO LIABILITIES:** OTHER THAN THOSE REPRESENTATIONS OR WARRANTIES SPECIFICALLY SET FORTH HEREIN, ISO MAKES NO REPRESENTATIONS, COVENANTS OR

WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS, INCLUDING BUT NOT LIMITED TO WARRANTIES OF CONDITION, QUALITY, DURABILITY, SUITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR IN RESPECT OF ANY WARRANTY ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE. IF THE FOREGOING LIMITATION IS HELD TO BE UNENFORCEABLE, ISO'S LIABILITY SHALL NOT EXCEED THE AMOUNT PAID TO ISO FOR THE LICENSE TO USE THE PRODUCT DURING THE TWELVE MONTH PERIOD PRECEDING THE RESPECTIVE EVENT(S) GIVING RISE TO SUCH LIABILITY OR OBLIGATION. FOR ALL PRODUCTS WHERE LICENSEE PAYS FOR THE PRODUCT ON A TRANSACTION BASIS, ISO'S LIABILITY SHALL BE LIMITED TO THE AMOUNT PAID FOR THE SPECIFIC TRANSACTION GIVING RISE TO SUCH LIABILITY OR OBLIGATION. THE INFORMATION INCLUDED IN THE PRODUCT(S) MAY BE STATISTICAL SAMPLES AND/OR ACTUARIAL CALCULATIONS, AND ISO MAKES NO WARRANTIES OR REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, THAT THE PRODUCTS WILL ACCURATELY REFLECT, PREDICT OR RESEMBLE EXPERIENCE FOR THE ENTIRE INSURANCE INDUSTRY OR ANY INSURER(S). ISO SHALL HAVE NO LIABILITY FOR CONCLUSIONS THAT MAY BE REACHED BY THE LICENSEE. ALL ISO SERVICES AND PRODUCTS ARE ADVISORY AND ARE PROVIDED AS IS. ISO DOES NOT WARRANT THE COMPLETENESS, ACCURACY OR CURRENCY OF THE PRODUCT OR THE INFORMATION CONTAINED THEREIN. ISO SHALL HAVE NO LIABILITY FOR CONCLUSIONS THAT MAY BE REACHED BY THE LICENSEE.

Except as provided herein, neither ISO, its directors, officers, employees, agents, or participants shall be liable to Licensee, nor to anyone else, for any loss or damage of any kind and however caused, including without limitation, any special, incidental, indirect, consequential or exemplary damages, losses or expenses, lost profits, failure to realize expected savings or any other commercial or economic loss of any kind resulting from Licensee's improper use of the Product(s). Licensee agrees to indemnify and hold ISO harmless from and against any loss, damage, claim, suit or expense, including reasonable attorney's fees, arising out of or relating to the improper use of the Product(s) by Licensee. With respect to Product(s) provided to Licensee electronically, ISO does not warrant that access will be available during all scheduled hours of operation. ISO represents it will use best efforts to correct any ISO system malfunction causing any unavailability in a timely manner. Oral statements do not constitute warranties, shall not be relied upon by Licensee, and are not part of this Agreement.

10.   INDEMNIFICATION BY ISO: Licensee shall notify ISO promptly of any claim that any Product, or Licensee's use of any Product, is improper or illegal or violates the rights of any third party. ISO agrees to defend, indemnify and hold Licensee harmless from and against any loss, cost, expense, damage or liability resulting from any claim or suit brought against Licensee based on an allegation that a Product, when properly used as permitted herein, infringes any United States copyright, trademark, patent or other intellectual property right, provided that Licensee, within fifteen (15) days of receipt of notice of any such alleged infringement, notifies ISO of such allegation in writing. ISO shall have the sole right to conduct the defense of any such claim or suit and all negotiations for its settlement or compromise, unless otherwise mutually agreed to in writing by the parties hereto. In the event that Licensee's use of any Product is held to constitute an infringement and use of that Product is permanently enjoined, ISO shall, at its option and expense, either: (i) procure for Licensee the right to continue using such Product; or (ii) modify such Product to become non-infringing; or (iii) replace such Product with an equally suitable, compatible and functionally equivalent non-infringing product; or (iv) grant Licensee a pro-rata refund of the charges paid for such Product provided that prior to paying such refund Licensee returns such Product and all copies and partial copies thereof to ISO.

Should Licensee learn of the infringement of any Product(s) licensed under this Agreement, Licensee shall promptly advise ISO in writing, and provide ISO with any available evidence of such infringement. In any such infringement suit as ISO may determine to institute to enforce its intellectual property rights, Licensee shall, at the request and expense of ISO, cooperate with ISO in all reasonable respects, including having its employees with relevant information provide such information to ISO and testify when requested by ISO, and make available to ISO any relevant records, papers, information and the like.

11.   NOTICE: Unless otherwise provided in this Agreement, all notices, directions, instructions, orders, requests, demands, acknowledgments and other communications required or permitted to be given hereunder shall be in writing, addressed to the parties at their respective addresses set forth at the beginning of this Agreement or to such other addresses as one party may furnish in writing to the other, and shall be deemed properly given or made when: (i) delivered personally; (ii) made or given by prepaid telex, telegraph, facsimile or telecopier; or (iii) received by first class mail, postage prepaid, or upon the expiration of three (3) days after any such notice, direction, instruction, order, request, demand, acknowledgment or other communication is deposited in the United States mail for transmission by first class mail, postage prepaid, whichever shall occur first.

12.   SURVIVAL OF TERMS: The terms and conditions set forth in Sections 1(b). 1(c). 2 through 4, and 6 through 14 shall survive the termination of this Agreement, except as may be provided in the provisions themselves.

13.   CHOICE OF LAW AND EXCLUSIVE JURISDICTION AND VENUE FOR ADJUDICATING ANY DISPUTE: This Agreement shall be governed by and construed in accordance with the laws of the State of New York as an agreement made and wholly performed therein. Any litigation, action, or proceeding arising out of any dispute concerning or otherwise attempting to enforce, interpret, or remedy any breach of this Agreement shall be brought only in a court of competent jurisdiction (whether federal or state) sitting within the State and County of New York. The parties irrevocably and unconditionally (a) submit to

personal jurisdiction in the State of New York and consent to venue in the County of New York with respect to any such action, (b) waive any objection to the jurisdiction and venue in the State and County of New York, and (c) agree not to plead or claim in any such court that any such suit, action or proceeding has been brought in an inconvenient forum.

14.   COUNTERPARTS. This Agreement may be executed in separate counterparts, each such counterpart being deemed to be an original instrument, and all such counterparts shall together constitute the same agreement.

15.   GENERAL: This Agreement, its Annexes, Exhibits and Product Supplement(s), constitutes a fully integrated contract and states the entire Agreement between the parties. It supersedes and merges any and all prior discussions, representations, demonstrations, negotiations, correspondence, writings and other agreements and together states the entire understanding and agreement upon which ISO and Licensee rely respecting the subject matter of this Agreement. The captions or headings used in this Agreement are for convenience and in no way define, limit or enlarge the scope of this Agreement or any of its Sections. This Agreement, and the Annexes and Product Supplements, may be changed or modified only in writing signed by authorized representatives of both parties. If any provision of this Agreement Is determined to be invalid under any applicable statute or rule of law, it is, to the extent invalid, deemed to be omitted and the remaining provisions of the Agreement shall continue in full force and effect. The failure or delay of either party to insist upon the performance of any of the terms of this Agreement in any one or more instances will not be construed as a waiver or relinquishment of the future performance of any such term, and the obligation of the parties with respect to any such future performance will continue in full force and effect. No action, regardless of form, arising out of this Agreement may be brought by Licensee more than one year after the cause of action has arisen. This Agreement inures to the benefit of and is binding upon the successors and assigns of ISO and may be assigned by ISO to any of its subsidiaries, affiliates, or related companies. It likewise inures to the benefit of Licensee, but no interest herein shall be transferred or assigned in any manner by Licensee.

This contract is not valid against ISO unless and until executed by the appropriate ISO officer or authorized representative at the appropriate ISO home office.

| Iowa Workforce Development | INSURANCE SERVICES OFFICE, INC. |
| LICENSEE | on behalf of itself, its subsidiaries and affiliates (ISO) |

Signed: _____   Signed: _____

Name: _____   Name: _____

Title: _____   Title: _____

Date: _____   Date: _____

PRODUCT SUPPLEMENT: wcCapture

This is a Product Supplement to ISO's Master Agreement, 07-2008 edition dated _____ by and between Iowa Workforce Development ("Licensee") and Insurance Services Office, Inc. on behalf of itself, its subsidiaries and affiliates (all of which are collectively referred to herein as "ISO").

     Licensee Sender Identification: FEIN: _____
     Postal Code: _____

I.   **Description:** ISO will develop, implement, and manage the IWD IAIABC FROI/SROI RELEASE 3 EDI program in accordance with Sections I.1 – I.3. below.

    1.   <u>Current Licensee Environment as published by the Iowa EDI Implementation Guide ("Implementation Guide") for the reporting of First (FROI) and Subsequent (SROI) Reports of Injury:</u>

        A.   Connectivity between ISO and IA Trading Partners network:
           i.   SFTP

        B.   Trading Partner Documentation:
           i.   Senders Trading Partner Profile
           ii.   IA (Receiver's) Trading Partner Profile
           iii. Claim Administrator ID List

        C.   File Format (*optional*):
           i.   IAIABC R3 & AK3 Flat Files
           ii.   ISO IAIABC R3 XML Format

    2.   <u>ISO Solution Services for IWD Trading Partners:</u>

        A.   ISO Connectivity Solution between ISO and IA Trading Partners is to use Secure FTP

        B.   ISO will be hosting an Automated Registration process for New and Existing Trading Partner Documentation

           i.   Sender ID (FEIN + 9 Digit Postal Code)
           ii.   Sender Name & demographics
           iii. File format's IAIABC R3 and AK3 Flat Files
           iv. Electronic delivery process SFTP information
           v.   Current Business/Technical Contact Demographics
           vi. Current Claim Administrator ID List, e.g. TPA administering for multiple Self Insured's, etc.
           vii. New/Updated registration sent electronically to customer, ISO, and EDI@IWD.com with all trading partner information.

        C.   ISO solution to File Formats:

           i.   IAIABC R3 and AK3 Flat Files or ISO XML R3 Flat File

        D.   ISO will maintain the IA EDI Implementation Guide for Trading Partners:

           i.   IWD PDF Implementation Guide updated to include current IAIABC R3 documentation, IA specific Rule References, if applicable, etc. and will include the following:

                a)   Cover Page with IWD (and ISO optional) Logos
                b)   Table of Contents
                c)   Rule reference for Mandate support
                d)   Introduction page introducing EDI Service provider
                e)   Customer Service Demographics, i.e.
                  -   24/7 technical support
                  -   Business Hours Business/Technical Contacts
                f)   Automated Registration process
                g)   Testing/Production process for *new* Trading Partners
                h)   Secure FTP set up & Testing/Production process for existing Trading Partners
                i)   Trading Partner connectivity methods
                j)   Format(s) accepted
                k)   Appendices:

- Requirements table
- Edit Matrix
- Event Table
- Valid Value Table including population restrictions
- IAIABC R3 record layouts
- Business/Technical scenarios

3. ISO Services for IWD:

A. Technical Services

i. ISO will assign a JCN DN005 based on IWD's requirements.
ii. ISO will edit inbound files per IAIABC edit matrix, system rules, and IWD edit matrix, requirements and event tables.
iii. ISO will return acknowledgments within 48 hours from inbound file receipt.
iv. ISO will deliver data to IWD in the desired format and have available "upon request."
v. ISO will receive all of Iowa's historical legacy claim's data and then return the data to Iowa in R3 XML Format.

B. Customer Services:

i. ISO will set up a Customer Service email address folder that will be responded to within 48 hours of receipt. A copy of request along with a copy of the response will be sent to ISO email and a separate email folder specifically for the IWD.

C. ISO Hosted IWD website:
i. Introductory information
ii. IWD Implementation Guide
iii. ISO hosted proposed electronic registration process
iv. Customer Service contact info

II. Additional Terms and Conditions Applicable to this Product:

A. Licensee hereby requests the Services(s) described herein and represents that this request is made by its authorized representative. Licensee warrants that it is in compliance with all terms of the Master Agreement between the parties. At Licensee's expense, Licensee shall be fully responsible for all connectivity costs to ISO.

B. ISO will assign unique sign-on IDs and passwords, and Licensee and its employees shall only access the Product(s) through use of the assigned sign-on IDs and passwords, which must be kept confidential. Each ID and/or password will be for the personal use of a single employee only. Licensee shall not distribute or divulge a valid sign-on ID and/or password to anyone except to its employees, unless otherwise permitted in the Supplement(s) or in a separate writing by ISO. Licensee is responsible for all charges as described in the Supplement(s) as they relate to the use and activity charged to Licensee's sign-on IDs. ISO retains the right to change any sign-on ID and/or password at its discretion and notify Licensee sufficiently in advance so as not to interfere with Licensee's authorized continuous use of the Product(s). ISO also agrees to promptly change the password upon Licensee's request. Access to products which require a password must be discontinued simultaneously: (i) for any employee, with the end of that employee's employment with Licensee; and (ii) for any other user authorized by the Supplement(s), or otherwise authorized by ISO in writing, with the end of that user's relationship with Licensee. Licensee shall be liable and indemnify ISO, for all fees and all loss or damage caused by or resulting from the continued use of Licensee sign-on ID(s) and password(s) by terminated employees or unauthorized users. Licensee agrees to immediately notify ISO if a security breach occurs or if the Licensee suspects that a security breach may have occurred.

C. Licensee agrees to authorize ISO to collect data from Trading Partners.

D. Each party is an independent contractor and as such shall have no authority to bind or commit the other party. Nothing in this Product Supplement is deemed or shall be construed to create a joint venture, partnership or agency relationship between the parties.

E. ISO will have the right to disclose publicly through a news release the full name of Licensee, the location of Licensee, and the product/outsourcing service licensed by Licensee.

F.   Except as permitted under the Master Agreement and this Product Supplement. Licensee will not use the name or any trademarks, trade names and service marks of ISO or its licensors, or the name of any person associated with ISO or its licensors, for any purpose, including without limitation advertising and marketing, without the prior written consent of ISO.

G.   Licensee shall designate in writing a contact person to whom ISO communications shall be primarily channeled.

H.   Licensee agrees that the execution of this Product Supplement and the consummation of the transaction(s) contemplated hereby will not result in a breach of any term of any contract or agreement to which Licensee is a party or by which Licensee is bound.

III. Fee: Licensee will pay the following annual fees plus applicable taxes in accordance with the following schedule:

	Fee	Invoice Date
Implementation Cost (Data Collection)	$30,000	On the Effective Date
XML fee	$10,000	On the Effective Date
Year 1 Cost (Data Collection & Analytics)	$25,000	On the Effective Date
Year 2 Cost (Data Collection & Analytics)	$27,000	On the first anniversary of the Effective Date
Year 3 Cost (Data Collection & Analytics)	$30,000	On the second anniversary of the Effective Date
Year 4 Cost (Data Collection & Analytics)	$33,500	On the third anniversary of the Effective Date
Year 5 Cost (Data Collection & Analytics)	$37,500	On the fourth anniversary of the Effective Date
Total 5 year cost		$193,000

IV. Product Supplement Term: This Product Supplement shall commence on _____ ("Effective Date") and continue for a period of five (5) years, and will automatically renew for one-year periods unless terminated pursuant to the Master Agreement.

Except as provided herein or modified hereby, all terms, covenants and conditions of the Master Agreement remain unchanged.   To the extent any provision in this Product Supplement conflicts with any similar provision in the Master Agreement, the terms set forth on this Product Supplement shall control.   This Product Supplement may be executed in separate counterparts, each such counterpart being deemed to be an original instrument, and all such counterparts shall together constitute the same agreement.

This contract is not valid against ISO unless and until executed by the appropriate ISO officer or authorized representative at the appropriate ISO home office.

In witness whereof, the parties hereto have caused this Product Supplement to be executed by their duly authorized representatives.

Licensee: Iowa Workforce Development

ISO: Insurance Services Office, Inc.
        on behalf of itself, its subsidiaries and affiliates

Signature: _____   Signature: _____

Print Name: _____   Print Name: _____

Title: _____   Title: _____

Date: _____   Date: _____

IAIABC

Find Information. Connect People.

October 20, 2016

Joseph Cortese, Commissioner
Iowa Division of Workers' Compensation
100 East Grand Avenue
Des Moines, Iowa 50319

Dear Commissioner Cortese,

The IAIABC is an association of government agencies that administer and regulate their jurisdiction's workers' compensation acts. Along with these government entities, various private organizations involved in the delivery of workers' compensation coverage and benefits participate in the IAIABC. Since its inception in 1914 the IAIABC has worked to improve and clarify laws, identify model laws and procedures, develop and implement standards, and provide education and information sharing.

The IAIABC is responsible for the development and maintenance of electronic data interchange (EDI) Standards that enable the transmission of claims, proof of coverage, and medical billing data from data reporters to state workers' compensation agencies. In this capacity, the IAIABC works with a diverse group of vendors who develop EDI solutions for state. We are aware of no other vendor, besides Insurance Services Office (ISO) who meets the following specifications:

- Review state business and technical requirements and match state compliance requirements to IAIABC Standards.
- Integrate EDI information into state workers' compensation information technology system
- Develop state tables (element requirement, event and edit matrix) and create reporting scenarios
- Manage trading partners' EDI setup, communication, transition to state EDI requirement, Transmission Profile processing.
- Maintain trading partner profile information
- Provide training for state agency personnel
- Offer recommendations and specifications for adjustments to hardware, network and software to state agency personnel
- Receive, edit, and process first and subsequent reports from employers and claim administrators, including edits against state agency database. Edits include IAIABC edits and any state customized edits. Create and send acknowledgements within 24 hours.
- Provide a web-based EDI data entry system for low-volume trading partners.
- Provide basic reporting capabilities to include counts of records processed for specified time period, by trading partner, with errors, by record type, by MTC code.
- Provide state agency personnel with read-only access to data
- Provide edited data for state agency personnel to load into claims database daily.
- Monitor trading partners for adherence to filing and compliance requirements.
- Design and implement a plan to integrate legacy claims with EDI reporting.

If I can provide any further information, please let me know.

Sincerely,

Jennifer Wolf Horejsh
Executive Director, IAIABC