



**ELECTRONIC PARTNERING/CONFIDENTIALITY  
AGREEMENT (SECOND INJURY FUND)**

In order for your company to receive and file the Second Injury Fund Quarterly Report Forms electronically, you must submit a completed and signed Electronic Partnering/Confidentiality Agreement to the Division. You may email the completed agreement to [SIFsurcharge@labor.mo.gov](mailto:SIFsurcharge@labor.mo.gov) or fax to 573-522-1623.

## **ELECTRONIC PARTNERING/CONFIDENTIALITY AGREEMENT**

This system is designed to enable the Trading Partner to receive and file the Second Injury Fund Surcharge Quarterly Report Forms directly with the Division using the web-enabled process. There is no fee charged for using this service.

**Trading Partner:** Throughout this agreement, the trading partner means the commercial insurance company, self-insured employer, group trust, or third-party administrator.

**Objective:** The objective is to test, initiate, implement, maintain the reports, and the collection of the Second Injury Surcharge from the trading partner through electronic filing, based upon the requirements and as further explained on the Division's website. The Trading Partner agrees that the objective is lawful and performance hereunder shall be deemed to be the complete performance of its obligation under any laws or regulation governing such objective. This agreement fulfills the requirement on the part of the Trading Partner to file the quarterly Second Injury Fund Surcharge reports with the Division. Companies reporting zeroes or having credit balances are not required to send a copy of their quarterly report forms through the mail to the Division.

**Confidentiality:** Trading Partner understands and agrees that any and all information from or relating to the Second Injury Fund Surcharge Reports and the Missouri Division of Workers' Compensation databases shall be kept privileged and confidential. Trading Partner understands that any information contained in or derived from, any Missouri Division of Workers' Compensation Second Injury Fund Surcharge Report Form, shall not be disclosed to any party unauthorized to receive such information. Trading Partner is subject to the provisions of Chapter 287, RSMo.

**Database Security:** Trading Partner understands and agrees that no unauthorized data shall be entered, nor any unauthorized changes are made to data nor any disclosure of information is made without prior authorization. Trading Partner understands and agrees that they shall not tamper with any record and has been informed that to do so is a criminal offense which could result in being charged with Tampering with Public Record, a Class A misdemeanor under §575.110, RSMo. Trading Partner further understands and agrees that it is a crime to tamper with the computer data or knowingly and without authorization or without reasonable grounds to believe that he has authorization to modify or destroy data or programs or supporting documentation residing or existing in the computer system or computer network; disclose or take data, programs, or supporting documentation residing or existing in the computer system or computer network; disclose or take a password, identifying code, personal identification number, or other confidential information about a computer system or network that is intended to or does control access to the computer system or network; access the computer system or computer network to intentionally examine information about another person; or to receive, retain, use or disclose data that is obtained in violation of §569.095, RSMo. Said section makes tampering with computer data a Class A misdemeanor, and if committed for the purpose of devising or executing any scheme or artifice to defraud or to obtain any property valued at \$750.00 or more, a Class E felony.

**Failure to Comply:** Trading Partner understands that any violation by an insurer will be referred to the Director of the Department of Commerce and Insurance pursuant to §§287.360 and 287.940 RSMo, and that any violation by a self-insured employer or group trust will be investigated by the Division's Fraud and Noncompliance Unit pursuant to §§ 287.280 and 287.128 RSMo.

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By signing or typing my name in the signature blank below, I certify that; I have read and understand all of the above information. That I am the duly authorized representative responsible for filing the Second Injury Fund Quarterly Surcharge Report forms with the Division. Under penalty of perjury all information I provide below is true and accurate to the best of my knowledge

\*Contact Name and Title: \_\_\_\_\_

\*Contact Phone Number: \_\_\_\_\_

\*Contact Fax Number: \_\_\_\_\_

\*Contact Email Address: \_\_\_\_\_

\*Contact Address: \_\_\_\_\_

\*Name of Company: \_\_\_\_\_

\*NAIC/WI/WG #: \_\_\_\_\_

\*Company Address: \_\_\_\_\_

\*Is this a NEW contact?  Yes  No

\*If this is a NEW contact, should the previous contact be inactivated?  Yes  No

\*Signature: \_\_\_\_\_

\*Date: \_\_\_\_\_

Asterisk \* denotes the required fields  
**Please keep a copy for your records.**