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Date: June 10, 2021

To: All MIIA RFP Responders

From: Stanley J. Corcoran  
Executive Vice President  
MIIA, Inc.

Re: MIIA Request for Proposals (RFP) for Unemployment Insurance Benefit Services  
Third Party Administrator (“UI TPA Services”)

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I am pleased to announce the release of the MIIA, Inc. RFP for UI TPA Services. The purpose of this RFP is to select the best, most cost effective, service-oriented TPA with a proven track record in UI service delivery. UI service experience in Massachusetts and with state or local government will also be an important consideration as we review RFP responses.

Please note the following enclosures that comprise the RFP package contents:

- Notice of Letter of Intent to Respond to the RFP
- RFP document for UI TPA Services (note Contact Information and Timeline, p.5)

After reviewing these materials, if you are interested in responding to the RFP for UI TPA Services, please complete and send the enclosed **Letter of Intent** notifying MIIA of your interest in responding to the RFP. This notice should be *sent by email* to the following parties on or before the deadline indicated on the timeline. Please send to the following emails:

Stanley J. Corcoran,  
Executive Vice President  
MIIA, Inc.  
[miiarfp@mma.org](mailto:miiarfp@mma.org)

Nancy Kiely Fermano  
Consultant to MIIA, Inc.  
[miiarfp@mma.org](mailto:miiarfp@mma.org)  
[nfermano@mma.org](mailto:nfermano@mma.org)

The MIIA team looks forward to reviewing your responses and speaking with qualified bidders about this important MIIA member service offering. Thank you for your consideration and possible interest and response to this RFP.

**Letter Of Intent To Respond To The Following MIIA, Inc.  
Request For Proposal (RFP)**

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

To: Stanley J. Corcoran, EVP  
MIIA, Inc.  
[miiarfp@mma.org](mailto:miiarfp@mma.org)

Nancy Kiely Fermano  
[miiarfp@mma.org](mailto:miiarfp@mma.org)

From: \_\_\_\_\_  
(Company Name)

Re: **RFP For Unemployment Insurance Benefit Services Third Party Administrator (“UI TPA Services”)**

Dear Mr. Corcoran and Ms. Fermano:

I submit this Letter of Intent to notify MIIA, Inc. (MIIA) of the undersigned company’s intent to respond to the MIIA RFP for UI TPA Services. This Letter of Intent is a non-binding notice to MIIA of the undersigned party’s good faith interest in this RFP opportunity and that to the best of its knowledge, it is qualified to meet the RFP requirements. In addition, we acknowledge acceptance of the RFP requirements, evaluation criteria, process, timeline and instructions.

The following individual will be the main point of contact for the purposes of the RFP response process and can be reached at:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

We look forward to this opportunity to engage with MIIA with our RFP response.

Sincerely,

Signature \_\_\_\_\_

Name (print) \_\_\_\_\_ Title \_\_\_\_\_



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**REQUEST FOR PROPOSALS  
FOR  
UNEMPLOYMENT INSURANCE BENEFIT SERVICES  
THIRD PARTY ADMINISTRATOR  
(TPA)**

**I. Introduction**

Massachusetts Interlocal Insurance Association Inc. (MIIA) is using this competitive process to obtain the best quality services and most competitive pricing for Unemployment Insurance (UI) Benefit Services to address MIIA members' UI benefit service requirements. MIIA has determined that the most beneficial procurement method for finding these services is through the Request for Proposal (RFP) process.

MIIA was incorporated by the Massachusetts Municipal Association (MMA) in 1982 as a nonprofit organization and was created to provide insurance and risk management services to members of the MMA. MIIA is the administrator for the MIIA Property and Casualty Group Inc. and its captive MIIA Reinsurance Company as well as the MIIA Health Benefits Trust and its captive, MIIA Health Benefits Trust Reinsurance Company ("MIIA Insurance Group"). Since its inception almost 40 years ago, the MIIA Insurance Group has grown to over \$650MM in property, liability, workers compensation and health insurance premiums providing insurance coverage, risk management and wellness services to over 410 cities, towns and governmental entities in Massachusetts.

In addition to providing insurance coverages, MIIA also provides comprehensive risk management services with an emphasis on education and training as well as extensive health and wellness programs. MIIA offers members a wide variety of opportunities to earn premium discounts, underwriting credits and grants as a way to keep premium expense consistent and competitive, year-over-year. MIIA is pleased to report that the MIIA Group had 100%-member retention in 2020 and for well over ten years, member retention has never been less than 95%. This reflects the importance that MIIA places on excellent member service, best-in-class risk management, wellness and healthcare solutions and competitive and consistent pricing.

## **II. Overview Of The RFP Process**

MIIA has not previously offered UI services to its members. In response to the increased demand that the COVID-19 pandemic has placed upon our members as well as the expectation that UI claims will continue to grow and be a drain on member resources, MIIA has decided to build a UI group services program (UI Group Services Program). The purpose of this RFP is to select the best, most cost effective, service-oriented TPA with a proven track record in UI service delivery. UI service experience with state or local government will be an important consideration in the selection of a finalist. In choosing a TPA, quality of service, experience and price will be given significant weight. Equally important in selecting a TPA will be that organization's ability to provide services to a large, multi-member group without compromising quality, best practice services and conformance to all UI legal and regulatory requirements. MIIA will manage the UI Group Services Program and the UI TPA will contract with MIIA to provide UI services to participating MIIA members.

The first stage of the RFP process, which has been completed, was the engagement of outside consultants who are subject matter experts in the insurance, outsourced services and UI municipal pool environment. These consultants have assisted MIIA management in the development of this RFP, and will assist in the TPA selection process, and finally, in the implementation of the UI Program.

In the next stage of the process, MIIA identified UI TPAs that appear to meet certain pre-RFP criteria that were established by MIIA during several months of due diligence review of the UI TPA marketplace. This included speaking with other municipal pools that have UI Programs in place, surveying the MIIA membership as to their UI service needs and their current UI TPAs.

In the course of researching Massachusetts UI laws and regulations and considering the most effective service platform for a multi-employer UI Group Services Program, it became evident that establishing this program with the selected TPA service partner would yield optimal results. The MIIA team also noted that establishing this group account with some guidance from the DUA regulators would be helpful for all parties since it appears to be the first such governmental employer UI group account in Massachusetts. We will be looking for bid responses that describe how the MIIA/TPA team can work together with the DUA to file a comprehensive application that will be approved and serve as the formation group for the UI Group Services Program.

While this RFP is focused on the delivery of UI services to a multi-employer, municipality program, MIIA encourages respondents to include information about other employment compensation related services not specifically mentioned in this RFP that would be available and relevant to MIIA members. This could include automated employment, wage and income verification services and any other Human Resource support services that might enhance the efficacy of the MIIA UI Group Services Program. These related services are of interest to MIIA but are not a required component of the TPA response to the UI RFP.

### III. Contact Information & Timeline

<b>Contact Information</b>	
MIIA Contact Names:	To: Nancy Kiely Fermano, MIIA Consultant c/o: Stanley J. Corcoran, Executive Vice President
Address:	MIIA, Inc. 3 Center Plaza Suite 610 Boston, MA 02108
Email Address:	<b>miiarfp@mma.org</b>
Cell phone numbers	Nancy Fermano 617-968-3555 Stanley Corcoran 617-538-1103

<b>PROJECTED RFP TIMELINE</b>	<b>DUE DATE AND TIME</b>
RFP released & posted on MIIA website and AGRIP website and sent to other identified UI TPAs	<b>Thursday, June 10, 2021 by 5:00pm (EDT)</b> <b>Release Date</b>
<b>Deadline Notice of Intent to Bid</b> to MIIA by email (see RFP cover letter)	<b>Friday, June 18, 2021</b>
Deadline for bidders to submit questions via MIIA email contact	Monday, June 21, 2021
MIIA to issue responses to email questions	Friday, June 25, 2021
<b>Deadline for RFP responses</b> to MIIA Contact	<b>Monday, July 12, 2021</b>
MIIA Review of bidder responses	Monday, July 12, 2021-Friday, July 23, 2021
Finalist interviews	Monday, July 26, 2021-Friday, August 6, 2021
<b>Selection and notification</b>	<b>Monday, August 9, 2021-Friday, August 13, 2021</b>
TPA contract negotiations completed and signed	Friday, September 10, 2021

## IV. RFP Response-Content & Delivery Requirements

Your complete response to this RFP must include the following information and materials:

- Responses to the RFP questions in Section VII, in same order, with the question restated in writing at the start of your response.
- A list of current and new UI service clients in the past two years as well as any UI service client that left as a customer in the past two years and prioritize the order of these clients to reflect (1) clients located in Massachusetts, (2) state and municipal insurance pooling arrangements like MIIA, (3) any other public sector clients, and (4) multi-employer 501 (c ) (3) organizations and provide five client references-three references of clients for which you provide UI services currently and two references of former clients. Include contact name, phone number, email address and a description of services provided.
- A sample UI TPA service contract which would be applicable to the relationship between your company and MIIA; also, a sample service contract for income and employment verification services if your proposal includes those added services.
- Provide a proposed annual fee schedule methodology for the MIIA UI Program indicating the assumptions upon which the fee proposal is based. If you are also offering employment and income verification services, describe how payments made to you for those services by non-governmental third-parties would work to reduce MIIA UI service fee expenses to MIIA members.
- Representative samples of your management reports, preferably those provided to other state or municipal pool managers like MIIA or other reimbursable employers, such as multi-employer 501 (c) (3) organizations; member level reports; and any other UI monthly, quarterly or annual reports produced by the company.
- Onboarding materials that are used to educate new clients regarding the features of your services such as procedure guides, operations manuals, quick reference tools, webinars.
- A copy of a benefit reconciliation statement reflecting payments that would need to be made by participating members to the MA DUA or reflecting payment credits to which the member is entitled.
- Description of the company's experience in UI claims administration and cost control programs and any relevant metrics measuring UI program results. Please specify Massachusetts experience.
- Information about the key individuals in the company who will work with MIIA to manage this account and include brief resumes or business profiles; location of the UI service team

that would be dedicated to the MIIA Program, and that team's experience with Massachusetts UI claim practices and procedures.

- Indicate the members of your project team who are sub-contractors to your organization and the ratio of staff to subcontractors in your proposed MIIA project team.
- Provide an example of what an annual updated UI information package sent to all participating members would contain, including but not limited to separation practices, claim and hearing procedures, appeal practices, and monthly and quarterly audit practices confirming or challenging the content of the reconciliation statements.
- In the first year of the contract, your organization will be expected to participate in at least three online workshops to train UI representatives of participating members. The UI workshops will be arranged by MIIA Training staff in conjunction with the TPA and communication with members about this training will be made by MIIA managers.
- Provide a description of the computer system processes and file layouts that the TPA will be using to implement the MIIA UI Service Program as well as any other specific file layouts required by TPA in order to provide automated employment, wage and income verifications, if those services are being offered.
- The TPA must be available to the MIIA auditors for annual review and testing of procedures, claims and benefit charge data, as requested or needed.
- If your company receives a SOC 2, Type 1 or Type 2 report annually, please provide the most recent copy of that report.
- Include the TPA's two most recent annual financial statements prepared by an independent Certified Public Accountant, and reviewed or audited in accordance with Generally Accepted Accounting Principles.
- The TPA agrees not to provide unemployment compensation related services of any kind directly to any MMA or MIIA member or to any other municipal insurance pool or insurer competing with MIIA in Massachusetts. MMA or MIIA members who are currently clients of the TPA would be an exception. A list of those current MMA or MIIA clients must be included in the response to this RFP.
- The proposal will be the basis for negotiating the final contract documents and should be signed by an individual authorized to commit your organization to the procedures and fee schedule contained in the proposal.
- A cover letter should be included with the proposal submittal identifying one contact person by name, address, telephone number and that will be designated as the TPA's primary contact for MIIA, and briefly outline how the TPA will meet the needs for UI claims administration for a large, multi-employer municipal pool such as MIIA.

- Your RFP must include a one-page executive summary. If you have additional information you would like to provide beyond what is required in this RFP, you may include it in the back of your proposal as an appendix.
- **Please provide one electronic copy of your RFP response to the email address provided in Section III and one set of six (6) printed copies to the attention of the two MIIA contacts listed above in Section III on or before the RFP response due date.**
- All documentation submitted in response to this RFP and to any subsequent requests for information pertaining to this RFP will become the property of MIIA and will not be returned to the TPA bidding on this RFP.
- The selected proposal response from the TPA will become an integral part of the Agreement and all representations made in the proposal will be binding if selected.

## V. RFP Data Points & Required Services

### A. Data Points-MIIA's Workers Compensation (WC) Program

This UI Service Program will be a new offering from MIIA to its members so there is no existing data regarding the number of UI claims over the past 3-5 years, total taxable UI wages for those periods, or total amount of annual reimbursement payments or credits to or from the state during prior years. The following data and information may be useful to extrapolate UI claim volumes based on data derived from the MIIA WC Program:

#### MIIA WC Program-FY20

WC Members	337
Employees	102,749
Total Payroll	\$5B (approx.)

#### Detail On 337 Cities & Towns (MIIA Members)

<u>Employee Ranges</u>	<u># Employees</u>	<u># Members</u>	<u>% Members</u>
Tier 1 1-200	13,576	193	57.30%
Tier 2 201-500	25,932	76	22.60%
Tier 3 501-1000	37,517	50	14.80%
Tier 4 1001-3500	25,724	18	5.30%
<b>Total WC Program</b>	<b>102,749</b>	<b>337</b>	<b>100%</b>



It is estimated that approximately 85% of the MIIA members are Reimbursing Employers not Contributory or Taxable Employers. This estimate is based on a 2012 MA Municipal Task Force Report and a 2021 MIIA survey.

This headcount and member count data shown above is MIIA WC program data only and does not include MMA members that are not currently MIIA members due to population size (too large) or other underwriting restrictions, or MMA members choosing to be self-insured. MIIA plans to offer this UI Program to those MMA cities and towns as well but consideration must be given to the scope and scale of adding any of these larger municipalities in the initial implementation phase starting on July 1, 2021. The WC program numbers shown above are offered as a reasonable proxy for proposal response service and pricing considerations.

## **B. Required TPA Services**

The UI TPA selected to provide UI services to MIIA members will be required to provide the following support services and key business functions:

### **UI Group Services Program Development and Formation**

- Provide advice and guidance on the UI group account platform based on other experiences with municipal pools offering UI services to its members, in Massachusetts and other states with similar UI group services legislation.
- Assist in the completion and submission of any applications, documents, data, or forms required under Massachusetts law for the establishment of a municipality, multi-employer UI group program in Massachusetts.
- Review UI Group Services Program Membership Agreement and suggest changes where needed.
- Advise as to any Massachusetts regulatory requirements pertaining to the UI Group Services Program; assist in finding the best platform for the UI Program under current Massachusetts law and/or support and propose legislative and/or regulatory changes necessary for MIIA to gain approval of the UI Program; and facilitate implementation of participating members joining the UI Program.
- Consult with MIIA as to realistic timing of the implementation of the MIIA UI Group Services Program in Massachusetts.

### **Member Onboarding Services**

- Provide detailed educational and transition sessions to the participating members to ensure member familiarity with the TPA's procedures and processes.
- Complete all TPA authorization forms and registrations required to be filed with the MA DUA on behalf of participating members.

### **Dedicated UI Service Team**

- MIIA dedicated claims and hearing managers with MA UI expertise
- Access to local attorney and non-attorney hearing representatives
- Benefit charge statement audit experts
- Fraud audit and UI payment recovery experts
- MA UI forms management and filing systems

### **Claims Management**

- Timely claims management and response
- Proactive management of employee separation data
- Analysis of all determinations and appeal rights
- Proven fraud detection techniques and methods
- Recovery and reporting of overpayment or fraudulent payments
- Metrics and measures for proving member net savings

### **Hearings and Appeals Support & Representation**

- Consultation on all hearings
- Case analysis and witness preparation
- Representation at hearings and appeals at employer's request
- Review and filing of employer appeals

### **Benefit Charge Audit & Remediation**

- Review of Benefit Charge Statements to audit and protest benefit overpayments
- Calculation of base period to determine liability for the claim
- Review to identify split charges and verification of members portion of charges
- All other related reviews and services to ensure accurate and timely payments/credits

### **Reporting and Communication**

- Monthly/quarterly/annual program management reports to MIIA
- Monthly/quarterly/annual program reports specific to each participating member
- Member portal access to the member's own reports
- Metric-based performance reports/dashboard level tracking of results
- Peer Group Comparison report annually

### **Training & Education**

- Provide participating members with regular, state specific UI updates, changes in UI laws and regulations, best practice UI service improvements, technology services, and any changes in the TPA's processes and procedures.
- Participate and contribute to MIIA quarterly UI training updates and webinars
- Be available for member on-location visits on an as-needed basis at MIIA's request
- Work with MIIA to set-up other training workshops as needed

## VI. Evaluation Of Proposal

### REVIEW AND ASSESSMENT

Bidders will be evaluated on the following items and criteria. These criteria will be the basis for review of the written proposals and any interview session. The Criteria and Items listed below are a guide and are not meant to be solely determinative of a final award. MIIA reserves the right to select the bidder most qualified overall in the judgment of MIIA management.

Criteria	Item
Does the TPA proposal show an understanding of the program objectives, methodology to be used, service levels required, adequate scale and technology support and proven results that are necessary for a large, municipal, multi-employer, group program to succeed?	Scope & Quality of Proposal
Do the TPA service team members who will be working on the program have the necessary expertise with municipality group coverage pools and UI programs in multi-state jurisdictions and, more specifically, with MA UI law and regulations and DUA policies and procedures focusing on reimbursing employers, particularly municipal, multi-employer, group programs? Do they have established, working relationships within the Massachusetts DUA?	Service Team Skills, Experience and Relationships
Is the proposed service fee structure fair and competitive? Is the fee methodology clear? Were various service levels with tiered fees offered? Would the TPA be willing to provide MIIA with a TPA staff member to be onsite at MIIA or with members as needed throughout year-one of the UI Service Program?	Service Fees and Support Issues
Does the company have adequate staffing and technology to support this program? Has the company done previous projects of this type and scope? Do any references reflect this capability?	Adequate Scale and Technology
Was the Company interview satisfactory? Were the Company references positive?	Interview and References
Can the program be implemented within the proposed time frames with adequate consideration for municipality budgeting cycles? Was a realistic timeline presented? Are qualified personnel available to assist in the development and implementation of a UI group program?	Timely and Realistic Performance Goals

## VII. RFP QUESTIONS

### A. Organization and History

1. Provide a brief overview and history of your company, including a functional organizational chart. Describe any parent/subsidiary/affiliate relationships.
2. Are you currently participating in any municipal pool or trust UI program alliances or joint marketing efforts? If so, please describe in detail.
3. Indicate how many years your company has been providing unemployment claims administration services.
4. Has your company undergone any change in senior management in the last five years? If so, describe the change in management.
5. What was the total staff turnover for 2020?
6. Describe the resources your company maintains to monitor legislation affecting unemployment insurance benefits and how you communicate this information to your customers.
7. If any portion of this contract is to be subcontracted, please set forth the parts to be subcontracted and the reasons for the subcontracting, indicating the percent of the total contract to be subcontracted, and the number of years you have worked with the subcontractor, and the subcontractor's relevant work history.

### B. Relevant Experience

1. Identify the number of entities for which you provide unemployment insurance administration by the number of covered employees.

Unemployment Claims Administration Clients by Size	
Number of Employees	Number of Clients
Up to 200	
201-500	
501-1000	
1001-3500	
3501-5000	
<b>Total</b>	

2. Please provide the requested detail about the mix and type of clients for which you provide unemployment insurance claim services.

<b>Unemployment Claims Administration by Client Type</b>	
	<b>Number of Clients</b>
Corporate Clients	
State Government Clients	
Municipal /Other Governmental Entities	
Multi-Employer Pools or Trusts	
Non-Profit Reimbursing Employers	
<b>Total</b>	

3. Identify the number of entities for which you provide employment and income verification or wage audit services.

<b>Employment, Wage and Income Verification by Size</b>	
<b>Number of Employees</b>	<b>Number of Clients</b>
Up to 200	
200-501	
501-1000	
1001-3500	
3501-5000	
<b>Total</b>	

### **C. Data Collection, Technology and IT Security**

1. Describe your methods for protecting the security of demographic and wage information or any other personal information obtained from clients.
2. Describe your IT capabilities and computer system design. Please include any recent or anticipated system updates.
3. Describe your software programs for unemployment compensation services and any other services that will be provided to the Trust and its members.
4. Describe your data collection requirements. Describe the recommended and available media and transmittal procedures for data collection.
5. Describe those processes and programs that you have in place to secure member data, to back-up data, to monitor for malicious activity and to prevent any unauthorized access to data.
6. Does your company perform penetration testing? If so, how often? Do you have a disaster recovery plan? If so, please describe.
7. Have you had any data breaches or security problems involving client data or wage information in the past five years? If so, describe the incidents and the measures implemented by you to correct them.

### **D. Onboarding Newly Participating UI Members**

1. Describe in detail how you would perform implementation and onboarding activities and processes given the following scenarios of possible member participation volumes; use workflow charts and rollout project planning tools to demonstrate the implementation plan and timeline.

Note that each “member” represents a unique city or town and that payroll systems will include Munis, ADP, and some “home grown” systems as well as various other systems—possibly as many as ten different systems or more.

- **Scenario 1**--100 members with a total of 50,000 employees
  - **Scenario 2**--200 members with a total of 75,000 employees
  - **Scenario 3**--300 members with a total of 100,000 employees
2. List the five clients that most recently retained your firm for unemployment claims administration, including employee headcount.
  3. How many of your unemployment compensation administration customers are based in Massachusetts? Please describe.

### **E. Claims Administration**

1. How many of your staff would be assigned to this account? What percentage of their time would be devoted to this account? Please provide resumes for key account members and the proposed reporting structure.

2. What training is provided to staff regarding Massachusetts unemployment law?
3. Describe your processes for receiving and processing claims notices.
4. Describe your experience in working with multi-employer groups and your expectations of your responsibilities for obtaining and preserving protest rights if there is a delay in receipt of claims notices.
5. Describe your approach to resolving claims where agency sources are being uncooperative in providing necessary information. What steps would you take to resolve the situation?
6. Do you have UI client experience with government agencies utilizing Police and Fire personnel? If yes, how do those claims differ from other UI claims?
7. How do collective bargaining agreements impact the claims handling, settlement and appeals processes that UI claims may involve?
8. Describe your client experience with processing unemployment claims for schools. Indicate your methods for demonstrating reasonable assurance of rehire in connection with claims for unemployment by school faculty during summer and semester breaks.
9. Describe the decision-making process for reaching a determination that a discharge or voluntary quit should or should not be protested.

#### **F. Hearing Representation**

1. Please describe how you propose to provide representation at unemployment claims hearings on behalf of MIIA members?
2. What qualifications are required for hearing representation?
3. What measures are in place to maintain standards and assess the effectiveness of hearing representatives?
4. Describe your hearing representatives' approach to preparing for a hearing?
5. Is it your practice to have representatives conduct investigations and prepare witnesses prior to the hearing taking place?
6. Please describe your process for assisting clients determine whether or not to pursue an appeal of an adverse determination?
7. If an appeal is required describe your process for constructing an appeal and submit two sample appeals.

#### **G. Auditing, Reporting and Data**

1. Describe your verification process for claims and any process for determining whether overpayment exists.
2. Will you protest overpayment on individual claims?
3. Describe how you will create records and produce reports of claims expenditures

to include data on each claim. How many working days will it take to update your systems?

4. Describe your capabilities for generating ad hoc reports and whether you can commit to a 24-hour turnaround for data requests.
5. Enclose samples of your standard UI reports.

#### **H. Human Resource Support and Training**

1. Provide samples of all relevant UI training materials that you would provide to MIIA and MIIA members such as webinars, procedure manuals, website content, seminar materials, and any other support tools.
2. Describe all relevant Human Resource support methods and materials that your company would offer to MIIA and its members in the scope of this RFP.
3. Does your company conduct workers compensation payroll audits? If yes, please describe those services and the fees associated with these audits.

#### **I. Employment, Wage and Income Verification**

1. Describe your process for conducting employment, wage and income verification in response to DUA requests for Certification of Income or Audit;
2. Describe your process for conducting employment, wage and income verification for non-governmental third parties? What fees are you paid for these services?
3. What data fields do you require to perform such verifications?
4. Describe your process for obtaining needed or missing wage and separation information.

#### **J. Fee Proposal and Performance Guarantees**

1. Provide a fee proposal for unemployment claims administration for all three years of the contract and indicate the assumptions upon which that proposal is based.
2. Provide the fee proposal for non-legal hearing representative services.
3. Provide the fee proposal for attorney hearing representation.
4. Please provide a fee proposal for wage verification services for all three years of the contract and disclose the assumptions upon which that proposal is based, including payments made by non-governmental third parties to your company and how those third-party payments will offset fees charged to MIIA members.
5. Describe all performance guarantees and indicate the fees that you will place at risk. Describe the service metrics that apply to the performance guarantees and to your services in general.



## **K. Service Plans**

1. Describe the different service plans that you could offer to members understanding that the MIIA multi-employer member group varies widely in their size, location, budgets, and outsourced staffing needs.
2. Breakout how members would be charged based on the service plan or discrete services selected, either as a packaged service plan or an “a la carte” service selection.

## **L. Fraud Detection and Protection**

1. In response to the inordinate number of fraudulent UI claim payments during the pandemic, describe any new audit procedures, preventative measures or intervention methods you have in place working with the DUA to reduce or eliminate these fraudulent payments.
2. When fraudulent payments are identified, how does your company manage or assist in the recovery of these funds?
3. What preemptive measures would you take with MIIA members and possibly the DUA to stop fraudulent payments before they are made to fraudulent third parties?

## **VIII. Required Contract Terms**

### **A. Parties to the Contract and Payment Terms**

The TPA service agreement will be between MIIA and the TPA. A list of participating members will be provided by MIIA and attached to the TPA agreement with their respective service plans identified. The various fee schedules and services for these plans or selected services will be found in the TPA agreement. It will be MIIA’s decision as to how the total cost of the annual UI Service Program paid to the TPA is allocated back to its participating members. MIIA will pay the TPA an total aggregate amount semi-annually for all UI services delivered to members with payments occurring within 30 days prior to 12/31 and 6/30 each year.

### **B. Required Legal Terms**

MIIA is willing to consider and negotiate with the TPA’s standard UI service agreement but the following terms and conditions must be included in the final service agreement:

### **Confidential Information**

Each party acknowledges and agrees that any MIIA information or MIIA or MMA member information or data it has acquired from the other party, not otherwise properly in the public domain, was received in confidence. Each party hereto agrees not to divulge, communicate or disclose, except as may be required by law or for the performance of this Agreement, or use to the detriment of the disclosing party or for the benefit of any other person or persons, or misuse in any way, any confidential information of the disclosing party concerning the subject matter hereof, including any trade or business secrets of the disclosing party and any technical or business materials that are treated by the disclosing party as confidential or proprietary, including without limitation information concerning: general business operations; methods of doing business, servicing members, member relations, and pricing and fee methods for services and products; financial information, sales and marketing strategies; business forms developed by or for the disclosing party; negotiations or other business contacts with suppliers, customers, members and potential members; the disclosing party's internal reporting methods; software programs, however embodied; and information obtained by the disclosing party belonging to third parties.

### **Relationship of Parties, Indemnification and Insurance Limits**

All services performed by the TPA are performed as an independent contractor. This Agreement shall not constitute, create, give effect to, or otherwise imply a joint venture, partnership or employer-employee relationship of any kind. Company and Contractor are independent parties, and neither party shall act as an agent for or partner of the other for any purpose. Nothing in this Agreement shall grant to either party any right to make any commitments of any kind for or on behalf of the other party without the prior written consent of the other party.

The TPA shall indemnify, defend and hold harmless MMA, MIIA, and the MIIA Insurance Group from and against, and in respect to, any and all liabilities, including reasonable attorneys' fees, that MMA, MIIA, or the MIIA Insurance Group may incur or suffer which arises out of, results from or relates to (i) any breach of, or failure by the TPA or any of its assignees or subcontractors to perform the services as specified in this Agreement or (ii) any claims for personal injury, bodily injury or property damage arising from or allegedly arising from the errors or omissions or negligent actions of the TPA or any of its assignees or subcontractors, provided that such error or omission or negligent action was not taken at the direction of MMA and/or MIIA.

The TPA shall maintain at its own expense during the term of this Agreement workers' compensation, cyber liability, errors and omissions, and general liability insurance at limits mutually acceptable to MIIA and the TPA. Additionally, any other third-party entity or subcontractor to which the TPA assigns some or all of its obligations under this Agreement shall also maintain errors and omissions insurance coverage covering all of the services contemplated herein in an amount agreed to by the parties.

### **Covenant Not To Compete**

The TPA acknowledges that there is an institutional value and other value associated with MIIA giving it access to the members of MMA and MIIA and the TPA agrees that, during the term of this Agreement and for a period of two years following the expiration or termination of this Agreement, neither it nor any of its affiliates will offer or sell to members of MMA or

MIIA or related Governmental Entities, or to any other municipal insurance pool or insurer competing with MIIA in MA on a group, pool, whether at a program level or individual basis, any UI related coverages or services or any other insurance programs or insurance related services provided by MIIA to its members. MIIA members receiving UI services from the TPA at the inception of this TPA service agreement are an exception to this covenant not to compete.

### **Marketing, Communications and Co-Branding**

MIIA and the TPA agree that all new and renewal UI services offered to MMA or MIIA members or related Governmental Entities shall be offered in partnership with MMA or MIIA and the relationship between the TPA and MMA or MIIA members shall be managed and directed by MIIA. All UI services to be offered to MMA, MIIA members or other related Governmental Entities must be approved by MIIA and offered as a MIIA-endorsed or sponsored program or approved service, as determined by MIIA. The TPA will cooperate with MIIA in developing, marketing and servicing the UI Group Services Program on behalf of MIIA. Any information provided to MMA, MIIA members and other related Governmental Entities regarding the UI Group Services Program must clearly indicate that it is approved, endorsed or sponsored by MMA and/or MIIA. Such member messaging must be approved by MIIA in advance of its distribution to members.

The TPA shall be MMA and MIIA's exclusive vendor and partner for the marketing and implementation of the MIIA UI Group Services Program to MMA, MIIA members and related Governmental Entities during the term of this agreement.

### **Assignment and Change of Control**

The parties agree that the TPA may not assign or transfer this Agreement or any interest herein or any rights or obligations hereunder without the prior written consent of MIIA.

If the TPA is acquired by another entity or there is a change in control due to any additional owners, MIIA may, unless it is satisfied with the person or entity assuming control of the TPA's obligations under this Agreement, or any new owner(s) of all or any part of the TPA, terminate this Agreement upon ninety (90) days prior written notice to the TPA. The TPA shall provide written notice to MIIA of any anticipated change in the ownership of the TPA at such time as the TPA and any third party enter into a letter of understanding or any similar agreement, whether written or oral, reflecting the TPA's intention to sell all or part of its business.

### **Term and Termination**

Either party may terminate this Agreement for cause by delivery to the other party, at least thirty (30) days prior to the date of termination, of written notice of its intention to terminate, which notice shall specify in reasonable detail the cause or causes for such termination. Such termination shall become effective if the party receiving such notice has not, by the end of such thirty (30) day period, cured the specified cause or causes for termination to the reasonable satisfaction of the party sending such notice.

Notwithstanding the foregoing, either party may terminate this contract without cause by delivery to the other party, at least one-hundred and eighty (180) days prior to the date of termination, written notice of its intention to terminate.

### VIII. UI TPA/VENDOR STATEMENT

I have read and understand the specifications and requirements for this bid and I agree to comply with such specifications and requirements. I further agree that the method of award is acceptable to my company. I also agree to complete a UI TPA SERVICES AGREEMENT with MIIA within 30 days of notice of award. If contract is not completed and signed within 30 days, MIIA reserves the right to cancel and award to the next highest rated firm.

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_ PHONE: \_\_\_\_\_

AUTHORIZED SIGNER NAME & TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

PRIMARY SERVICE ISSUES CONTACT: \_\_\_\_\_

EMAIL: \_\_\_\_\_ PHONE: \_\_\_\_\_