



**Request for Proposal
Maine Turnpike Authority
Workers' Compensation Third Party Administrator**

I. Introduction

- A. The purpose of this proposal is to solicit proposals to provide Third Party Administrative Services for the Maine Turnpike Authority's Self-Insured Workers' Compensation Program, as specified below and in the attached Request for Proposals and Specifications.
- B. To be considered:
 - 1. Provide one (1) original proposal; and
 - 2. Two (2) copies of the proposal to:

Maine Turnpike Authority
Attn: Nate Carll, Purchasing Manager
2360 Congress Street
Portland, ME 04102
- C. **Deadline for proposals is 4:00 p.m. on October 30, 2026.**
- D. The Maine Turnpike Authority reserves the right to accept or reject any/or all proposals, parts thereof, and to further make modifications as it deems in the best interest of the MTA.
- E. The Maine Turnpike Authority also reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected.
- F. Submission of a proposal indicates acceptance by the firm of the conditions contained within this request for proposal.
- G. All questions shall be submitted via email to Nate Carll (ncarll@maineturnpike.com). Questions must be submitted at least fifteen (15) business days before the deadline date.
- H. Questions not received at least fifteen (15) business days before the deadline date will not be addressed.
- I. Responses from the MTA that substantially alter this RFP will be issued in the form of a written addendum to all those who have received a proposal.
- J. Verbal explanations or interpretations given before the award of the contract will not be binding.
- K. The Workers' Compensation Third Party Administrator (TPA), in submitting a proposal, shall agree and so state in their proposal that no person acting for or employed by the Maine Turnpike Authority has, nor shall have, a direct or indirect financial interest in the proposal.
- L. The successful TPA shall agree to defend, indemnify, and hold the Maine Turnpike Authority harmless from and against any and all such claims whatsoever arising out of or occurring during the performance of these services and occasioned directly or indirectly by its error or omission, negligence or fault.



**Request for Proposal
Maine Turnpike Authority
Workers' Compensation Third Party Administrator**

- M. The Maine Turnpike Authority also reserves the right to waive or disregard any informality, irregularity, or deficiency in any proposal received and to reject any or all proposals received for whatever reason it deems appropriate.
- N. All proposals submitted shall remain open to acceptance for ninety (90) days from their opening.

II. Scope of Services

- A. The Maine Turnpike Authority (MTA), with an average population of (400) employees, is seeking a provider to perform the functions of a Third-Party Administrator (TPA) for its Self-Insured Workers' Compensation Program.
- B. The TPA is expected to:
 - 1. Comply with the sections of the Maine Bureau of Insurance governing the administration by service companies of self-insured workers' compensation benefit programs in force during the term of agreement, and assisting the MTA with compliance of same.
 - 2. Manage each claim to insure reduction of loss exposure, tight cost control, adequate monitoring of claims reserves, accurate loss payments and strict administrative expense supervision;
 - 3. Review all injury claims forms submitted during the term of their agreement; enter the claim into their system and forward the First Report of Injury (FROI) to the Maine Workers' Compensation Board;
 - 4. Establish and maintain estimated reserve figures for each claim filed and consult with the MTA with respect to payment of any case;
 - 5. Furnish all claim forms necessary for proper claims administration and maintain claim files for each reported claim throughout the life of the claim and to retain all closed files for a period of three (3) years following the closing of the file.
 - 6. Act as the Agent on behalf of the Responsible Reporting Entity (RRE) under Section 111 of the Medicare, Medicaid & SCHIP Extension Act of 2007 (MMSEA).
 - 7. Obtain from any prior TPA who was acting on behalf of the MTA claim information &/or files to avoid any gaps in payments and payment history.
 - 8. As soon as reasonably practicable following the end of each month, provide the MTA with reports that include the total number of claims reported to the TPA the preceding month, the total amounts paid by the TPA during the preceding month and a breakdown of said totals.
 - 9. Provide a weekly pre-register of all medical and indemnity benefits and allocated expenses to be paid for MTA review and approval prior to checks being issued.
 - 10. Transmit weekly to the MTA a list of all medical and indemnity benefits and allocated expenses to be paid, the total of which represents the amount the MTA shall



**Request for Proposal
Maine Turnpike Authority
Workers' Compensation Third Party Administrator**

immediately make available in its Workers' Compensation Account for payment by the TPA.

11. Provide MTA with a .csv or Excel file of items paid for the week.
 12. Issue drafts in payment of benefits and allocated expenses at a bank of its choice.
 13. Notify the MTA of any cases that may involve the MTA's excess insurance carrier and provide documentation for reimbursements in accordance with the excess insurance coverage.
 14. Notify the MTA and seek approval for any claim requiring litigation.
 15. Provide bill repricing services for medical prior to payment of medical expenses associated with the claim.
 16. Provide access to their computerized claims management system to permit the MTA ability to view claims.
 17. Respond to the requests and direction of the MTA's Human Resources staff.
- C. Claims Administration:
1. Provide acknowledgement of receipt of claim.
 2. Initiate an investigation within 24 hours of receipt of the claim which includes:
 - a. Contact with the employer, employee, and medical provider;
 - b. Possible contact and/or statement with witnesses if the claim warrants this type of contact;
 - c. Continued contact with claimant, employer, and provider on a regular basis, reporting back to the MTA the findings;
 - d. Obtain recorded statement from pertinent parties when necessary and transcribe recorded statement when requested.
 3. Prompt file documentation during the handling of the claim.
 4. Review and process medical bills in accordance to the Maine Workers' Compensation Act.
 5. Review and process nurse case manager bills, vocational rehabilitation, and other vendors' invoices for processing, MTA approval, and payment.
 6. Pursue any possible subrogation opportunities, place claimant, claimant's counsel, and adverse carrier on notice of lien, with updated lien amounts to be communicated to all parties every 90 days.
 7. Develop claim strategies and solutions.



**Request for Proposal
Maine Turnpike Authority
Workers' Compensation Third Party Administrator**

8. Monitor losses and make recommendations to the MTA to reduce loss exposure.
9. Provide loss analysis reports.
10. Provide semi-annual loss runs with adequate information to assess claim activity.
11. Notify the MTA of any claim requiring litigation.
12. Attend claims review meetings, as requested by MTA.

D. Loss Control and Training

The TPA will provide loss control consulting services and general safety training, if requested, to include:

1. Physical surveying of MTA facilities and/or job sites;
2. Audits of existing MTA safety programs and training, (both mandated and voluntary) accident investigation procedures, and other loss control reviews as requested by the MTA;
3. Review of MTA claims experience and recommendations for control of incidents;
4. Attendance at safety meetings as requested;
5. Assistance with drafting and/or editing of MTA safety programs, policies and procedures upon request;
6. Review of MTA incident records, OSHA logs and reporting process and interpretation of OSHA regulations as requested, and
7. Risk management and safety training and assessments if requested, including train-the-trainer programs.

II. General Instructions – Proposal Content:

Proposals must set forth full, accurate and complete information as required by the RFP, and should:

- A. Describe how the respondent will deal with each item outlined in the section of this RFP headed "Scope of Services," even if it is the intent of the respondent to eliminate the items or to substitute some other activity in its place.
- B. Set forth an implementation plan specifying the staff credentials, capabilities, tasks to be performed, and relevant timetables for service.
- C. Provide budget breakdown and fee schedule.
- D. Provide original and two copies of proposal.
- E. Provide reference list and permission statement allowing the Maine Turnpike Authority to contact references as needed.



**Request for Proposal
Maine Turnpike Authority
Workers' Compensation Third Party Administrator**

- F. At the option of the respondent, include examples of no more than two relevant or similar client groups provided by the respondent.
1. It is preferred that, if such material is submitted, it is in the form of a summary, and
 2. Include a description of the customer, description of services provided by respondent, description of the methodology employed, and examples of reporting forms used.

III. Criteria for Evaluating the Proposals Received

- A. Proposals will be evaluated by the Director of Human Resources and management.
- B. The prospective contractor will be selected principally on the following criteria, though not necessarily in this order of ranking:
1. Respondent's proposed statement of work: Emphasis will be on soundness of approach, service provision, previous experiences, and the quality of recommendations in meeting the Scope of Services.
 2. Capability for establishing working relationships:
 - a. The personnel of the respondent's firm must be able to work effectively with the management of the Maine Turnpike Authority.
 - b. Documentation of such previously successful relationships is preferred.
 - c. Interviews with prospective firms within competitive range may be conducted to provide input for this criterion.
 3. Background and previous experience of firm/personnel (including consultant and subcontractors) to be assigned to provide TPA services and their demonstrative competence in the type of work to be performed (include a complete résumé and time commitment of professional persons to be assigned).
 4. Budget and fees.
 5. Organization and management: Consideration will be given to administrative, management, and program controls, and the ability to commit staff and relevant resources to TPA services.
 6. Ability to satisfy minimum indemnification and insurance requirements as detailed under Section VI herein.

IV. Contract Requirement

- A. A formal contract arrangement will be entered into with the TPA selected and the Maine Turnpike Authority.
- B. The providers considered will be selected from responses to this RFP.
- C. Time period of the contract shall cover five years: **02/01/2027 to 01/31/2032.**



**Request for Proposal
Maine Turnpike Authority
Workers' Compensation Third Party Administrator**

- D. Renewal of contract shall not exceed two one-year extensions: **02/01/2032 to 01/31/2034.**
- V. **Compliance with Federal and State Laws:** The TPA shall comply with all applicable Federal and State laws, rules, and regulations, and will not discriminate or permit discrimination against any person or group of persons on the grounds of sex, race, color, age, religion, national origin, or sexual orientation in any manner prohibited by law.

VI. Reinsurance Brokerage

- A. If requested by the MTA, the TPA agrees to obtain and provide three (3) quotations for Workers' Compensation reinsurance based on the information supplied by the MTA and shall present a comprehensive Workers' Compensation reinsurance program for approval and implementation in satisfaction of its placement of reinsurance obligations under the agreement.
- B. The reinsurance will provide for such protection as will be requested in writing by the MTA after consultation with the TPA and the MTA shall, in its sole discretion, decide if appropriate.
- C. At the MTA's request, the TPA will assist with reporting requirements imposed by the Maine Bureau of Insurance, Maine Self Insurance Guaranty Association, Self Insurance Statistical Advisory organization, National Council on Compensation Insurance, and other reports necessary to comply with Regulation 250 of the State Insurance Code.

VII. Acceptance Period

- A. **Indemnification:** The TPA agrees to defend, indemnify, and hold harmless the Maine Turnpike Authority and its employees from any claims, liabilities and obligations, and cause of action of whatsoever kind and nature for injury to or death, including employees of the provider, or any person and for damages to or destruction of property, or loss of use, including property of the Maine Turnpike Authority, resulting in connection with service performed under this Agreement regardless of cause except that provider shall not be required to assume responsibility or indemnify the Maine Turnpike Authority for such injuries, damages, or claims deemed by law to be due to the sole negligence of the Maine Turnpike Authority, or its employees.
- B. **Insurance Requirements:** The TPA agrees to procure and maintain in effect for the duration of this Agreement the following insurance coverage with insurers licensed or approved to conduct business in the State of Maine and holding a current financial rating satisfactory to the Maine Turnpike Authority.
 - 1. **Professional Legal Liability:**
 - a. Insuring against claims on suits brought by employees alleging injuries or damages, including claims brought directly by the Maine Turnpike Authority, due to errors and omissions and deemed to have arisen out of work or services performed under this Agreement.
 - b. Coverage shall be broad enough to include:
 - i. Contractual Liability



**Request for Proposal
Maine Turnpike Authority
Workers' Compensation Third Party Administrator**

ii. Contingent Liability

2. Claims Made Policy:

- a. Shall provide for not less than 12 months discovery period or agreement that coverage will be renewed for a period of not less than 1 year, such completion of work or service under this Agreement.
- b. In the event the Maine Turnpike Authority requires coverage beyond such extension, it will retain the right to implement such requirement prior to expiration of existing coverage as specified above.

3. Commercial General Liability:

- a. Insurance against claims or suits brought by employees alleging bodily injury or damages of property and claimed to have arisen out of service provided under this Agreement.
- b. Coverage shall be broad enough to include:
 - i. Premises and Operations
 - ii. Contingent Liability
 - iii. Contractual Liability

4. Limits of Liability: Shall not be less than \$1,000,000 for coverage under i, ii, and iii, in subsection 3b above.

5. Additional Named Insured: Naming the Maine Turnpike Authority as an additional insured.

6. Knowledge of Occurrence: It is agreed that knowledge of an act, occurrence, claim or loss by an agent, servant or employee of the insured shall not constitute knowledge by the insured unless notice of such an act, occurrence, claim or loss has been received by the Authority's Director of Human Resources.

7. Workers' Compensation and Employers' Liability

- a. Insuring in accordance with statutory requirements in order to meet obligations toward employees in the event of injury or death sustained in the course of employment.
- b. Employers' Liability (Coverage B) shall not be less than \$500,000 per claim.

8. Policies under i, ii, and iii, in subsection 3b above shall be endorsed to include the following:

- a. **Notice of Cancellation:** In the event of nonrenewal or cancellation, provider's insurance shall give written notice to the Maine Turnpike Authority indicating that



**Request for Proposal
Maine Turnpike Authority
Workers' Compensation Third Party Administrator**

such cancellation or nonrenewal shall not be effective in less than 60 days from date notice is received by registered mail.

b. Certificate of Insurance:

- i. Prior to start of work or operations under this Agreement or contract, properly authorized certificate of insurance evidencing that the above-described coverage is in effect including the required minimum notice of cancellation with elimination of the verbiage "will endeavor."
- ii. Further, *prior to acceptance*, the certificate shall *clearly* show description of operations (Third Party Administrative Services for the Maine Turnpike Authority's Self-Insured Workers' Compensation Program); locations to be state-wide; and the Maine Turnpike Authority included as an additional insured.