

**Certification of Representation
For UI Tax, UI Claims, and the UI State Information
Data Exchange System (SIDES)**

This Certification of Representation (COR) between the Connecticut Department of Labor (CTDOL) and _____, a Third-Party Agent (TPA), is to define the conditions and restrictions under which CTDOL will exchange confidential Unemployment Insurance (UI) information with the TPA for its client(s) for purposes of the UI program and, if further applicable, for SIDES System Integration and E-Response. For the purposes of this COR, the term TPA includes any party that agrees to represent an entity to provide services as outlined below in Section A, Duties and Responsibilities. This includes but is not limited to Payroll Tax Service Providers, Accountants, UI Benefits Claims Management Providers, Professional Employer Organizations, Third-party software vendors and any organization representing one or more commonly owned, managed or controlled entities.

Communication will largely be via the method selected by the employer. The TPA recognizes that, even if electronic communication is the selected method, on rare occasions, CTDOL will be required to send “paper” notice in place of an electronic SIDES request or email notification. Even in those instances, timeliness and participation requirements will remain the same.

A. Duties and Responsibilities

Available Service Types (Please Select One or More)

- **UI Tax:** Activities include but are not limited to filing and correction of employer tax and wage reports, making employer tax payments, maintaining employer account information, viewing employer UI Tax correspondence, exchanging tax rate information through the automated tax rate exchange process, bulk filing of employer tax and wage reports through an upload process, making bulk employer tax payments via ACH Debit or ACH credit and utilizing the tax rate crossmatch function.
- **UI Benefits:** Activities include, but are not limited to, representing employers in claim activities, such as responding to the Decisions of an Appeals Referee, Notice to Employer of Claim Filed and Request for Information form, Notice of Payment made to Claimant form, the Notice to Employer of Claim Determination Decision form, exchanging tax rate information through the automated tax rate exchange process, all SIDES Exchanges, whether through SIDES Integration or SIDES E-Response.

The TPA certifies that it has written authorization on file to represent each client taxpayer in the service type(s) selected above and agrees to provide a copy of such authorization to CTDOL upon request. Such authorization should specifically provide permission to CTDOL to release confidential UI information pertaining to the claimant or employer to the TPA, depending upon the specific authorization with the employer, in accordance with CGS 31-254 and 20 C.F.R. 603. The TPA agrees that any complaint of misrepresentation regarding the existence of such written authorization or the failure to provide a copy of such authorization upon request shall be subject to the Rules of Conduct or Authorized Agents (Sections 31-272-1 through 31-272-18, inclusive of the Regulations of Connecticut State Agencies). In addition, failure to provide a copy of such authorization upon request shall be cause for immediate termination of this COR.

The TPA agrees to update their ReEmployCT account appropriately when (1) the TPA acquires a new client or (2) the agency relationship between the TPA and a client terminates.

In addition, should the TPA receive information pertaining to a client or a claimant subsequent to the termination of the relationship between the TPA and the client, the TPA will immediately take steps to destroy the information. Further, the TPA will immediately notify CTDOL by sending an email to DOL.Status@ct.gov with a full description of the information received and the clients involved.

B. Confidentiality

UI Claims and Employer information is confidential under state and federal law. The TPA agrees to restrict access to the information provided to specifically authorized personnel and to use the information only for the purposes outlined in the authorization to assist its clients in complying with applicable UI statutes and regulations. The TPA agrees to instruct authorized personnel who have access to confidential UI data regarding the confidentiality requirements for protecting the data.

C. Security

The TPA assumes responsibility for the information and will maintain facilities and computer system and cloud security measures which limit access to files, records, and databases to authorized persons only. The TPA will permit CTDOL to make onsite inspections at reasonable times and upon reasonable notice to ensure that the requirements of this COR are being met. Failure to allow CTDOL onsite access at reasonable times and upon reasonable notice shall be cause for immediate termination of this COR.

D. Termination

CTDOL may terminate this COR by giving written notice to the TPA at least thirty (30) days prior to the effective date of termination or immediately upon a violation of this COR, as determined by CTDOL in its sole discretion.

E. Amendments

No amendments to this COR shall be effective unless in writing and signed by authorized representatives of both CTDOL and the TPA.

F. Project Coordination

For UI Benefits questions, email DOL.MeritRating@ct.gov

For UI SIDES questions, email DOL.SIDESadmin@ct.gov

For UI Tax questions, email DOL.Status@ct.gov

CTDOL Representative

Printed Name: _____

Title: _____

Signature: _____

Date: _____

TPA Authorized Representative

Printed Name: _____

Title: _____

Signature: _____

Date: _____