


## RE: PERMA TPA Program Agreement

Kristen Morris <kmorris@perma.org>

Fri 12/17/2021 8:42 AM

To: Elizabeth Doherty <edoherty@tuxedopark-ny.gov>

 1 attachments (38 KB)

1988-2008, as of 12-17-21 tail all.pdf;

Hi Elizabeth,

I'm happy to try and explain a bit better about the TPA services provided by PERMA! The Village joined PERMA as a member effective 2/1/2008, and when the Village joined they decided to also have PERMA handle workers' compensation claims that occurred prior to that date, rather than leaving them to be handled by the prior carrier.

So, all of the claims from 1988 through 1/31/2008 were converted over to PERMA and those claims constitute the "tail", or the claims addressed by this separate TPA service agreement. I've attached a loss runs that shows all of the claims that constitute the tail.

All of the claims are currently closed, but agreement means that if any of those claims are reopened, PERMA will handle those claims for the Village. There is no administrative fee associated, so the Village would only be responsible for any medical or indemnity (loss of wages) that a reopened claim might incur.

Although there are not any open claims, it's usually a good idea to execute this agreement annually just in case one reopens, which does happen from time to time even on older claims. And again there are no fees associated with executing the agreement in the case that no claims reopen.

I hope that helps to clarify a bit, please don't hesitate to let me know what questions may arise, I'm happy to help in any way I can!

Thank you,  
Kristen

**From:** Elizabeth Doherty <edoherty@tuxedopark-ny.gov>

**Sent:** Thursday, December 16, 2021 4:02 PM

**To:** Kristen Morris <kmorris@perma.org>

**Subject:** Re: PERMA TPA Program Agreement

Hi, Kristen,

The Board did not approve the renewal of the TPA services provided by PERMA. The reason is that they wanted to know about what exactly it was and I, unfortunately, could not explain that to them. I am confident that at next month's meeting they will approve it but in the meantime would you mind sending me an email that explains what exactly this is. I will forward it to the members of the Board and if they have any questions, I will ask you so that we can address everything before the meeting in January.

Thank you for your help!

Elizabeth Doherty

## Village Clerk-Treasurer

This communication may contain confidential information and is intended only for the individual or entity to whom it is addressed. Any review, dissemination, or copying of this communication by anyone other than the intended recipient is strictly prohibited. If you are not the intended recipient, please contact the sender and destroy all the original message copies. No responsibility is accepted by the Village of Tuxedo Park, NY government for any loss or damage arising in any way from receiving this communication.

---

**From:** Kristen Morris <[kmorris@perma.org](mailto:kmorris@perma.org)>  
**Sent:** Monday, December 13, 2021 8:39 AM  
**To:** Elizabeth Doherty <[edoherty@tuxedopark-ny.gov](mailto:edoherty@tuxedopark-ny.gov)>  
**Subject:** PERMA TPA Program Agreement

Dear Elizabeth,

Based on the Village's renewal timeframe, please find attached an updated contract for our PERMA Third Party Administration Services along with a current open claims register for the Village's TPA claims (there are currently no open tail claims). To continue with these services, please date the first page of the agreement, sign on page six and return to me via email to [kmorris@perma.org](mailto:kmorris@perma.org).

Please return the signed contract by January 20, 2021. If you have any questions regarding this account or contract, feel free to contact me at [kmorris@perma.org](mailto:kmorris@perma.org) or 888-737-6269 Ext. 107.

Thank you and Happy Holidays!  
Kristen



PERMA

**Kristen Morris**  
**TPA Account Manager | Member Services**

Tel: (888)737-6269 Ext. 107  
F: (877)737-6232 | [perma.org](http://perma.org) | [kmorris@perma.org](mailto:kmorris@perma.org)  
Public Employer Risk Management Association, Inc. (PERMA)  
9 Cornell Road, Latham, NY 12110

*The information transmitted in this email, including any attachments, is intended only for the person or entity to which it is addressed and it may contain confidential and/or privileged material. Any review, retransmission, dissemination or other use of, or taking of any action in reliance upon, this information by persons or entities other than the intended recipient is prohibited, and all liability arising therefrom is disclaimed. If you received this email in error, please reply to the sender notifying the sender of same and delete the material from any computer.*

## PERMA TPA Program Agreement

Kristen Morris <[kmorris@perma.org](mailto:kmorris@perma.org)>

Mon 12/14/2020 8:11 AM

To: Elizabeth Doherty <[edoherty@tuxedopark-ny.gov](mailto:edoherty@tuxedopark-ny.gov)>

Dear Elizabeth,

Based on the Village's renewal timeframe, please find attached an updated contract for our PERMA Third Party Administration Services along with a current open claims register for the Village's TPA claims (there are currently no open tail claims). To continue with these services, please date the first page of the agreement, sign on page six and return to me via email to [kmorris@perma.org](mailto:kmorris@perma.org).

Please return the signed contract by January 20, 2021. If you have any questions regarding this account or contract, feel free to contact me at [kmorris@perma.org](mailto:kmorris@perma.org) or 888-737-6269 Ext. 107.

Thank you!

Kristen



P E R M A

**Kristen Morris**

**TPA Account Manager | Member Services**

Tel: (888)737-6269 Ext. 107

F: (877)737-6232 | [perma.org](http://perma.org) | [kmorris@perma.org](mailto:kmorris@perma.org)

Public Employer Risk Management Association, Inc. (PERMA)

9 Cornell Road, Latham, NY 12110

*The information transmitted in this email, including any attachments, is intended only for the person or entity to which it is addressed and it may contain confidential and/or privileged material. Any review, retransmission, dissemination or other use of, or taking of any action in reliance upon, this information by persons or entities other than the intended recipient is prohibited, and all liability arising therefrom is disclaimed. If you received this email in error, please reply to the sender notifying the sender of same and delete the material from any computer.*

**Policy: Tuxedo Park, Village of 2008 Tail**

**Deductible Indemnity Medical Expense Total Recovery**

Claim No:	Loss Date:	Date Rpt:	Work Pl:	Claimant:	Status:	Adj:	Dept:	LC Dept:	Description:	Deductible	Indemnity	Medical	Expense	Total	Recovery
TUXP-089736	8/18/1988	8/18/1988		Jackson, Thomas	Closed	Erin VanVeghtien		00	EMPLOYEE ALLEGES INJURY TO BACK		\$129,326.24	\$14,140.92	\$7,476.70	150,943.86	
											Total Paid:	\$14,140.92	\$7,476.70	150,943.86	0.00
											Out Resvs:	\$0.00	\$0.00	\$0.00	
TUXP-089738	1/23/1992	1/23/1992		Mccaffrey, Edward	Closed	Erin VanVeghtien		00	EMPLOYEE ALLEGES INJURY TO BACK AND NECK		\$134,085.00	\$20,537.02	\$1,631.40	156,253.42	
											Total Paid:	\$20,537.02	\$1,631.40	156,253.42	0.00
											Out Resvs:	\$0.00	\$0.00	\$0.00	
TUXP-089637	2/16/1992	2/16/1992		Mccaffrey, Edward	Closed	Erin VanVeghtien		00	EMPLOYEE ALLEGES CHRONIC OBSTRUCTIVE PULMONORY DISEASE		\$179,725.00	\$29,189.55	\$2,461.23	109,315.78	
											Total Paid:	\$29,189.55	\$2,461.23	109,315.78	102,060.00
											Out Resvs:	\$0.00	\$0.00	\$0.00	
TUXP-089614	2/1/1983	2/1/1983		Grach, Nanci	Closed	Christy Manzi		00	EMPLOYEE ALLEGES INJURY TO RIGHT KNEE AND LEFT THUMB		\$51,970.00	\$37,606.93	\$3,978.75	93,555.68	
											Total Paid:	\$37,606.93	\$3,978.75	93,555.68	0.00
											Out Resvs:	\$0.00	\$0.00	\$0.00	
TUXP-089661	3/17/1994	3/17/1994		Serringer, Margaret	Closed	Marge Growick		00	EMPLOYEE ALLEGES INJURY TO BACK		\$364,111.16	\$125,037.98	\$17,047.55	506,196.69	
											Total Paid:	\$125,037.98	\$17,047.55	506,196.69	0.00
											Out Resvs:	\$0.00	\$0.00	\$0.00	
TUXP-090772	2/2/1996	2/2/1996		Marsh, Robert	Closed	Christy Manzi		00	EMPLOYEE ALLEGES WHILE CLIMBING, HE SLIPPED AND INJURED LT SIDE.		\$85,480.00	\$15,963.19	\$4,384.52	105,827.71	
											Total Paid:	\$15,963.19	\$4,384.52	105,827.71	0.00
											Out Resvs:	\$0.00	\$0.00	\$0.00	
TUXP-090787	4/5/1996	4/5/1996		Fortino, Matthew	Closed	Christy Manzi		00	EMPLOYEE ALLEGEDLY STRUCK HIS LEFT LOWER RIB AREA ON THE RAIL PLATFORM, WHI		\$0.00	\$112.03	\$100.00	212.03	
											Total Paid:	\$112.03	\$100.00	212.03	0.00
											Out Resvs:	\$0.00	\$0.00	\$0.00	



		Deductible		Indemnity		Medical		Expense		Total	
Claim No:	Loss Date:	Claimant:	Wichman, Alfred	Dept:	Indemnity	Medical	Expense	Total	Recovery	Total	Recovery
TUXP-090828	7/17/1996	Status: Closed	Adj: Christy Manzi	LC Dept: 00	Incurr:	\$283.96	\$100.00	\$383.96		\$383.96	
	7/18/1996	Description: EMPLOYEE ALLEGES WHILE CHIPPING OFF SANDER, RUST FELL IN LEFT EYE.			Total Paid:	\$283.96	\$100.00	\$383.96		\$383.96	0.00
					Out Resvs:	\$0.00	\$0.00	\$0.00		\$0.00	
Claim No:	TUXP-090881	Claimant: Barba, Stephen		Dept:	Indemnity	Medical	Expense <td>Total</td> <td>Recovery</td> <td>Total</td> <td>Recovery</td>	Total	Recovery	Total	Recovery
Loss Date:	11/7/1996	Status: Closed	Adj: Christy Manzi	LC Dept: 00	Incurr:	\$962.18	\$400.00	\$1,362.18		\$1,362.18	
Date Rpt:	11/7/1996	Description: EMPLOYEE ALLEGEDLY INJURED LOWER BACK AFTER JUMPING INTO A DITCH DURING WOR			Total Paid:	\$962.18	\$400.00	\$1,362.18		\$1,362.18	0.00
Work Pl:					Out Resvs:	\$0.00	\$0.00	\$0.00		\$0.00	
Claim No:	TUXP-090942	Claimant: Vaught, Gary		Dept:	Indemnity	Medical	Expense <td>Total</td> <td>Recovery</td> <td>Total</td> <td>Recovery</td>	Total	Recovery	Total	Recovery
Loss Date:	4/1/1997	Status: Closed	Adj: Christy Manzi	LC Dept: 00	Incurr:	\$785.09	\$375.00	\$2,360.09		\$2,360.09	
Date Rpt:	4/1/1997	Description: EMPLOYEE ALLEGEDLY FELL @ 5' OFF BUILDING, INJURING BACK AND UPPER LEGS.			Total Paid:	\$785.09	\$375.00	\$2,360.09		\$2,360.09	0.00
Work Pl:					Out Resvs:	\$0.00	\$0.00	\$0.00		\$0.00	
Claim No:	TUXP-090947	Claimant: Malone, Thomas		Dept:	Indemnity	Medical	Expense <td>Total</td> <td>Recovery</td> <td>Total</td> <td>Recovery</td>	Total	Recovery	Total	Recovery
Loss Date:	5/1/1997	Status: Closed	Adj: Christy Manzi	LC Dept: 00	Incurr:	\$0.00	\$100.00	\$100.00		\$100.00	
Date Rpt:	5/1/1997	Description: EMPLOYEE ALLEGES SPLINTER IN RT. INDEX FINGER WHILE REMOVING A BOARD FROM A			Total Paid:	\$0.00	\$100.00	\$100.00		\$100.00	0.00
Work Pl:					Out Resvs:	\$0.00	\$0.00	\$0.00		\$0.00	
Claim No:	TUXP-091061	Claimant: Matthews, Deborah		Dept:	Indemnity	Medical	Expense <td>Total</td> <td>Recovery</td> <td>Total</td> <td>Recovery</td>	Total	Recovery	Total	Recovery
Loss Date:	2/17/1998	Status: Closed	Adj: Christy Manzi	LC Dept: 00	Incurr:	\$0.00	\$650.00	\$650.00		\$650.00	
Date Rpt:	2/18/1998	Description: EMPLOYEE ALLEGEDLY SLIPPED AND FELL INJURING LEFT ARM/SHOULDER.			Total Paid:	\$0.00	\$650.00	\$650.00		\$650.00	0.00
Work Pl:					Out Resvs:	\$0.00	\$0.00	\$0.00		\$0.00	
Claim No:	TUXP-091147	Claimant: Canavan, Michael		Dept:	Indemnity	Medical	Expense <td>Total</td> <td>Recovery</td> <td>Total</td> <td>Recovery</td>	Total	Recovery	Total	Recovery
Loss Date:	8/26/1998	Status: Closed	Adj: Christy Manzi	LC Dept: 00	Incurr:	\$617.90	\$100.00	\$717.90		\$717.90	
Date Rpt:	8/26/1998	Description: EMPLOYEE ALLEGEDLY IN AN AUTO ACCIDENT INJURING HEAD.			Total Paid:	\$617.90	\$100.00	\$717.90		\$717.90	0.00
Work Pl:					Out Resvs:	\$0.00	\$0.00	\$0.00		\$0.00	
Claim No:	TUXP-091151	Claimant: Labar, Kirk		Dept:	Indemnity	Medical	Expense <td>Total</td> <td>Recovery</td> <td>Total</td> <td>Recovery</td>	Total	Recovery	Total	Recovery
Loss Date:	10/26/1998	Status: Closed	Adj: Christy Manzi	LC Dept: 00	Incurr:	\$1,604.08	\$100.00	\$1,704.08		\$1,704.08	
Date Rpt:	10/26/1998	Description: ALLEGES INJURY TO FINGERS WHEN CAUGHT IN LEAF BLOWER			Total Paid:	\$1,604.08	\$100.00	\$1,704.08		\$1,704.08	0.00
Work Pl:					Out Resvs:	\$0.00	\$0.00	\$0.00		\$0.00	
Claim No:	TUXP-091157	Claimant: Depaolis, Thomas		Dept:	Indemnity	Medical	Expense <td>Total</td> <td>Recovery</td> <td>Total</td> <td>Recovery</td>	Total	Recovery	Total	Recovery
Loss Date:	11/20/1998	Status: Closed	Adj: Christy Manzi	LC Dept: 00	Incurr:	\$1,768.38	\$375.00	\$5,343.38		\$5,343.38	
Date Rpt:	11/20/1998	Description: EMPLOYEE ELLEDGED 11/20/98 HURT L-BACK.			Total Paid:	\$1,768.38	\$375.00	\$5,343.38		\$5,343.38	0.00
Work Pl:					Out Resvs:	\$0.00	\$0.00	\$0.00		\$0.00	



		Deductible		Indemnity		Medical		Expense		Total		Recovery	
Claim No:	Loss Date:	Claimant:	Marsh, Robert	Dept:	Dept:	Indemnity	Medical	Expense	Total	Recovery	Total	Recovery	
TUXP-091273	11/30/1999	Status: Closed	Adj: Christy Manzi	LC Dept: 00	LC Dept: 00	Incurr:	\$336.44	\$0.00	336.44		336.44		
12/1/1999		Description: EMPLOYEE ALLEGES ONE RAMP CAME OFF AND BLOWER FELL OF BACK OF TRUCK. INJURE				Total Paid:	\$336.44	\$0.00	336.44		336.44	0.00	
Work Pl:						Out Resvs:	\$0.00	\$0.00	\$0.00		\$0.00		
TUXP-090647	3/29/2000	Claimant: Bartha, Stephen	Dept:	Dept:	Dept:	Incurr:	\$331.51	\$0.00	331.51		331.51		
3/29/2000		Status: Closed	Adj: Christy Manzi	LC Dept: 00	LC Dept: 00	Total Paid:	\$331.51	\$0.00	331.51		331.51	0.00	
Work Pl:		Description: EMPLOYEE ALLEGEDLT DRILLING 2 HOLES TO MOUNT BOX. SECURING SCREWS.				Out Resvs:	\$0.00	\$0.00	\$0.00		\$0.00		
TUXP-090676	5/25/2000	Claimant: Canavan, Michael	Dept:	Dept:	Dept:	Incurr:	\$536.69	\$0.00	536.69		536.69		
5/25/2000		Status: Closed	Adj: Christy Manzi	LC Dept: 00	LC Dept: 00	Total Paid:	\$536.69	\$0.00	536.69		536.69	0.00	
Work Pl:		Description: EMPLOYEE ALLEGES WHILE PUSHING A SUSPECT OFF OF ME, BOTH OF US FELL TO THE				Out Resvs:	\$0.00	\$0.00	\$0.00		\$0.00		
TUXP-090702	7/14/2000	Claimant: Burr, Raymond	Dept:	Dept:	Dept:	Incurr:	\$0.00	\$0.00	0.00		0.00		
7/17/2000		Status: Closed	Adj: Christy Manzi	LC Dept: 00	LC Dept: 00	Total Paid:	\$0.00	\$0.00	0.00		0.00	0.00	
Work Pl:		Description: EMPLOYEE ALLEGEDLY BITTEN BYS EVERAL TICKS				Out Resvs:	\$0.00	\$0.00	\$0.00		\$0.00		
TUXP-090725	10/3/2000	Claimant: Marsh, Nicole	Dept:	Dept:	Dept:	Incurr:	\$244.19	\$0.00	244.19		244.19		
10/3/2000		Status: Closed	Adj: Christy Manzi	LC Dept: 00	LC Dept: 00	Total Paid:	\$244.19	\$0.00	244.19		244.19	0.00	
Work Pl:		Description: EMPLOYEE ALLEGEDLY WENT TO WALK DOWN STEPS				Out Resvs:	\$0.00	\$0.00	\$0.00		\$0.00		
TUXP-089821	9/6/2001	Claimant: Hochheim, John	Dept:	Dept:	Dept:	Incurr:	\$251.19	\$0.00	251.19		251.19		
9/6/2001		Status: Closed	Adj: Christy Manzi	LC Dept: 00	LC Dept: 00	Total Paid:	\$251.19	\$0.00	251.19		251.19	0.00	
Work Pl:		Description: EMPLOYEE ALLEGES A PIECE OF HOT SLAG UNDER FACE SHIELD BOUNCED				Out Resvs:	\$0.00	\$0.00	\$0.00		\$0.00		
TUXP-089861	2/12/2002	Claimant: Marsh, Robert	Dept:	Dept:	Dept:	Incurr:	\$5,657.11	\$0.00	5,657.11		5,657.11		
2/12/2002		Status: Closed	Adj: Christy Manzi	LC Dept: 00	LC Dept: 00	Total Paid:	\$5,657.11	\$0.00	5,657.11		5,657.11	0.00	
Work Pl:		Description: EMPLOYEE ALLEGEDLY TRIED TO OPEN CENTER OVERHEAD GARAGE				Out Resvs:	\$0.00	\$0.00	\$0.00		\$0.00		
TUXP-089926	7/3/2002	Claimant: Smith, John	Dept:	Dept:	Dept:	Incurr:	\$311.54	\$0.00	311.54		311.54		
8/1/2002		Status: Closed	Adj: Christy Manzi	LC Dept: 00	LC Dept: 00	Total Paid:	\$311.54	\$0.00	311.54		311.54	0.00	
Work Pl:		Description: EMPLOYEE ALLEGEDLY JUMPED DOWN FROM BACK OF TRUCK				Out Resvs:	\$0.00	\$0.00	\$0.00		\$0.00		



		Deductible		Indemnity		Medical		Expense		Total		Recovery	
Claim No:	Loss Date:	Claimant:	Status:	Adj:	Dept:	Deductible	Indemnity	Medical	Expense	Total	Recovery	Total	Recovery
TUXP-090047	6/17/2003	Hochheim, John	Closed	Christy Manzi	LC Dept: 00			\$530.25	\$0.00	\$530.25		\$530.25	
	6/18/2003	Description: EMPLOYEE ALLEGES EYE BECAME IRRATED											
								\$0.00	\$0.00	\$0.00		\$0.00	0.00
TUXP-090096	12/11/2003	Plesko, Vance	Closed	Christy Manzi	LC Dept: 00			\$362.80	\$0.00	\$362.80		\$362.80	
	12/11/2003	Description: EMPLOYEE ALLEGEDLY SLIPPED ON WET LEAVES AND FELL											
								\$0.00	\$0.00	\$0.00		\$0.00	0.00
TUXP-090233	1/18/2005	Plesko, Vance	Closed	Christy Manzi	LC Dept: 00			\$167.45	\$0.00	\$167.45		\$167.45	
	1/18/2005	Description: EMPLOYEE ALLEGEDLY CUTTING DOWN A TREE											
								\$0.00	\$0.00	\$0.00		\$0.00	0.00
TUXP-090290	6/30/2005	Hochheim, John	Closed	Christy Manzi	LC Dept: 00			\$185.72	\$0.00	\$185.72		\$185.72	
	6/30/2005	Description: EMPLOYEE ALLEGEDLY TRIPPED OVER PROPANE TANK											
								\$0.00	\$0.00	\$0.00		\$0.00	0.00
TUXP-031166	2/2/2006	Marsh, Robert	Closed	Erin VanVeghten	LC Dept: 30			\$0.00	\$0.00	\$0.00		\$0.00	
	6/11/2008	Description: Low Back - overhead door jammed and I was flipped since I was standing on rope to the door.											
								\$0.00	\$0.00	\$0.00		\$0.00	0.00
TUXP-090382	3/28/2006	Malone, Thomas	Closed	Christy Manzi	LC Dept: 00			\$5,165.83	\$0.00	\$5,165.83		\$5,165.83	
	3/28/2006	Description: EMPLOYEE ALLEGEDLY WENT TO REMOVE A BACK-PAC FROM A PICKUP TRUCK											
								\$0.00	\$0.00	\$0.00		\$0.00	0.00
TUXP-090489	2/16/2007	Lunde, Franke	Closed	Marge Growick	LC Dept: 30			\$79,645.93	\$12,771.71	\$92,417.64		\$92,417.64	
	2/16/2007	Description: Both feet, right leg, lacerations to left leg											
								\$0.00	\$0.00	\$0.00		\$0.00	0.00
TUXP-090521	5/23/2007	Morrow, Richard	Closed	Christy Manzi	LC Dept: 00			\$195.69	\$0.00	\$195.69		\$195.69	
	5/23/2007	Description: EMPLOYEE ALLEGEDLY CHECKING SEWER MANHOLES											
								\$0.00	\$0.00	\$0.00		\$0.00	0.00



	Deductible	Indemnity	Medical	Expense	Total	Recovery
Totals for Tuxedo Park, Village of 2008 Tail - 31 Claims						
Inurred:		\$963,737.40	\$342,531.55	\$52,051.86	1,256,260.81	
Total Paid:		\$963,737.40	\$342,531.55	\$52,051.86	1,256,260.81	102,060.00
Out Resvs:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Grand Totals - 31 Claims						
Inurred:		\$963,737.40	\$342,531.55	\$52,051.86	1,256,260.81	
Total Paid:		\$963,737.40	\$342,531.55	\$52,051.86	1,256,260.81	102,060.00
Out Resvs:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	





**Report Definition**

**Description:**

**Filters:** Type Of Claim is not equal to Record Only and Loss Date is between 01/01/1960 and 01/31/2008 and Member is equal to Tuxedo Park, Village of

**Groups:** Policy

**Sorts:** Loss Date

**Options** Valuation Date is 12/17/2021

**Data Generated** 12/17/2021



**Public Employer Risk Management Association, Inc. (PERMA)**  
**Program Agreement for Third Party Administration Services**

THIS AGREEMENT dated as of \_\_\_\_\_ entered into by and between the Public Employer Risk Management Association, Inc. (“PERMA”), a New York not-for-profit corporation having its principal place of business at 9 Cornell Road, Latham, New York 12110 and **Village of Tuxedo Park, a village, having its principal place of business at PO Box 31, 80 Lorillard Road, Tuxedo Park, NY, 10987** (the “Member”), for administrative services to be provided by PERMA or Northeast Association Management, Inc. (“NEAMI”) in connection with the Member’s obligation to provide workers’ compensation benefits for and to its employees.

1. **Purpose.** The Member desires to engage PERMA to provide Worker’s Compensation Law claims administration services for certain “tail claims” that have arisen and PERMA is willing to provide those claims administration services upon the terms set forth in this agreement.

2. **Definitions.** For purposes of this agreement, the following terms will have the meanings indicated:

- a. **“Allocated Loss Adjustment Expenses”** means all costs and expenses PERMA and NEAMI incur that are attributed to the processing of Tail Claims, including, but not limited to, fees, costs, assessments and other charges imposed by the Workers’ Compensation Board, medical cost containment and management services, in the amounts set forth in Schedule B, attorneys’ fees and disbursements, court reporter services and transcripts, deposition charges and transcripts, fees for the service of process, court costs, courier/express mail, appeal bonds, printing costs related to trials and appeals, witness and expert fees, medical examinations and review, laboratory costs, engineering fees, independent adjustor fees, surveillance, photography and similar costs and expenses reasonably incurred and related to the investigation and defense of claims or the protection and collection of subrogation rights of the Member.
- b. **“Benefit Payments”** means payments that are required by the Workers’ Compensation Law and the rules, regulations and decisions of the Workers’ Compensation Board to be made to claimants, providers and other vendors with respect to a Tail Claim.
- c. **“Electronic Data Interchange or EDI”** means the Worker’s Compensation Board has adopted Claims Electronic Data Interchange Release 3.0, as adopted by the Workers’ Compensation Board, or such other electronic data interchange as may be adopted by the Workers’ Compensation Board.
- d. **“Tail Claim”** means existing indemnity and medical worker’s compensation claims and all Worker’s Compensation Board awards against the Member that arose prior to **February 1, 2008** that the Member has assigned to PERMA to administer.

3. **Term.** This agreement will be effective on **2/1/2021** and will continue in force for one year, unless sooner terminated in accordance with paragraph 8.

4. **PERMA's obligations.** During the term of this Agreement, PERMA, either itself or through a contract between PERMA and NEAMI, will provide to the Member the services provided for in this agreement with respect to Tail Claims. PERMA will, as appropriate:

- a. Process claims and disburse Benefit Payments within the timeframe required by the Worker's Compensation Law, provided that the Member advances the funds required and approves payments in accordance with the requirements of this agreement;
- b. Contract with WellComp/CareWorks or another third party for review of medical bills, and with Optum or another third party for pharmacy benefit management services, all at the sole cost and expense of the Member;
- c. Cause all required workers' compensation forms to be prepared and filed;
- d. Contact the injured employee or employees, as appropriate;
- e. For those Members paying by wire/automated clearing house (ACH) transfer, provide to the Member, on a weekly basis, a check register for each check run the previous week and drawn on the bank account established by the member;
- f. For those Members paying by cash, provide to the Member, on a monthly basis, an invoice and check register for each check run during the previous month and drawn on the bank account established by PERMA for the member;
- g. Retain and supervise, on behalf of and at the sole cost and expense of the Member, legal counsel necessary for the prosecution or defense of any claim or litigation related to a claim, subject to the approval of counsel by the Member, which shall not be unreasonably withheld or delayed;
- h. Attend, through a representative of PERMA or NEAMI, or an attorney retained by PERMA or NEAMI, all compensation hearings;
- i. Promptly advise the Member of Worker's Compensation Board decisions related to each claim;
- j. Initiate a challenge to any other administrative decisions made by an Administrative Law Judge or seek to correct a factual error in an administrative decision, if PERMA determines that it is reasonably necessary to do so;
- k. Recommend to the Member whether to request a modification, rescission or review of an award or decision of the Worker's Compensation Board, a panel of the Board, an Administrative Law Judge issued after a hearing and after the exhaustion of administrative remedies, recommend whether to file a judicial appeal and act upon the Member's decision once made;

- l. Settle claims within the authority given PERMA by the Member or as otherwise agreed in writing by the Member and PERMA; and
  - m. Pay all claims by check identifying the Member as the insurer.
5. **The Member's obligations.** The Member will:
- a. Pay all Benefits Payments by either wire/automated clearing house (ACH) transfer or cash advance.
    - i. If paying by wire/automated clearing house (ACH) transfer, the Member must deposit and maintain, in a bank account identified to PERMA, the amount of the Benefit Payments and Allocated Loss Adjustment Expenses PERMA estimates will be required to be paid or incurred during a 30-day period. PERMA may increase or decrease the estimate as PERMA reasonably determines. If PERMA increases the estimate, the Member will promptly replenish the account to the estimated amount by wire/ACH transfer. If PERMA decreases the estimate, PERMA will return the excess amount to the Member. Within 48 hours of receiving from PERMA the check register for each check run the previous week and drawn on the bank account established by the member, the Member will review the check register and transfer to PERMA sufficient funds to cover all payments reflected in the register. If the Member is unable to pay that amount within the time required, PERMA will draw on the deposited amount to pay the Benefits Payments. If the amount of the Benefits payments exceeds the amount of the deposit that is available, PERMA will not make the Benefits Payment until the Member deposits the necessary funds. If PERMA is required by the Workers' Compensation Board to pay a penalty for paying Benefits Payments late because the Member failed to make the deposit required by this paragraph, the Member will be liable to PERMA for the penalty and PERMA will deduct the amount of the penalty from the Member's account.
    - ii. If paying by cash advance, the Member must deposit and maintain, in a segregated bank account established by PERMA, the amount of the Benefit Payments and Allocated Loss Adjustment Expenses PERMA estimates will be required to be paid or incurred during a 90-day period. PERMA may increase or decrease the estimate as PERMA reasonably determines. If PERMA increases the estimate, the Member will promptly pay the additional amount to PERMA. If PERMA decreases the estimate, PERMA will hold the excess amount to be applied to future Benefit Payments and Allocated Loss Adjustment Expenses, and the Member's future required contributions will be reduced accordingly. Within 48 hours of receiving from PERMA the check register for each check run the previous month and drawn on the bank account established by the member, the Member will review the invoice and check register and pay to PERMA, by the 10th day of the month, sufficient funds to cover all payments reflected in the register. If the Member is unable to pay that amount within the time required, PERMA will draw on the

deposited amount to pay the Benefits Payments. If the amount of the Benefits payments exceeds the amount of the deposit that is available, PERMA will not make the Benefits Payment until the Member pays the necessary funds to PERMA. If PERMA is required by the Workers' Compensation Board to pay a penalty for paying Benefits Payments late because the Member failed to make the payments required by this section, the Member will be liable to PERMA for the penalty and PERMA will deduct the amount of the penalty from the Member's account.

- b. Pay to PERMA, within 30 days of invoice, an annual administrative fee for each claim in the amount set forth in Schedule A and all Allocated Loss Adjustment Expenses.
- c. Promptly upon the commencement of this agreement, and thereafter as may be required by PERMA, provide or cause to be provided to PERMA all required EDI and any other information required by the Worker's Compensation Board. The Member must provide the EDI and other information, at the Member's sole cost and expense, in a form reasonably acceptable to PERMA. If PERMA is required by the Workers' Compensation Board to pay a penalty because the Member has failed to provide EDI or any other information, the Member will be liable to PERMA for the penalty and PERMA will deduct the amount of the penalty from the Member's account.
- d. Cooperate fully with PERMA by (i) providing all information PERMA reasonably requests, including all information PERMA reasonably deems necessary or helpful to defend any claim; (ii) if another individual or entity is currently holding the Member's funds with respect to any Tail Claims, directing that individual or entity either to transfer those funds to PERMA or to refund those funds to the Member; (iii) when requested by PERMA, attend hearings and trials by an employee or other person knowledgeable of the facts and authorized to resolve the claim; (iv) assist in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses, and conducting all hearings, suits and other proceedings; (v) arrange that all claims, all related inpatient and outpatient provider bills of any type and any other correspondence that is received relating to Tail Claims, are sent directly to PERMA.
- e. Pay any costs and expenses incurred in the fulfillment of these obligations of the Member.

**6. Member Compliance with Worker's Compensation Law.** This Agreement does not assign or delegate to PERMA any responsibility the Member has under the Worker's Compensation Law, including, but not limited to, the Member's obligation to provide workers' compensation benefits to its employees, the Member's obligation to report with respect to workers' compensation claims and the Member's record retention obligations with respect to workers' compensation claims. The Member is responsible for all fines and penalties issued under the Worker's Compensation Law as a result of the Member's failure to satisfy those obligations. PERMA does not accept or assume any such responsibility, in whole or in part.

7. **Indemnification.** PERMA assumes no liability for any obligation of the Member under the Workers' Compensation Law or any decision of the Workers' Compensation Board. The Member will indemnify, defend and hold PERMA, its subcontractors and their respective affiliates, owners, partners, members, officers, directors, shareholders, agents and employees harmless from and against any and all of any kind, including reasonable attorneys' fees and disbursements, except to the extent that the claims, liabilities, damages or expenses are solely caused by NEAMI's gross negligence or willful misconduct.

8. **Termination.** Either party may terminate this agreement on 30 days' notice to the other party. PERMA may terminate this agreement immediately upon notice to the Member if the member fails to pay any amount required to be paid by the member under this agreement. Upon termination, all amounts due PERMA from the Member will become immediately due and payable. NEAMI will promptly return all unexpended funds that the Member has deposited with NEAMI. The Member's obligations set forth in paragraphs 5 and 7 will survive the expiration or earlier termination of this agreement.

9. **Notices.** Notices under this agreement must be sent by electronic mail or facsimile to the designated contact at the email or facsimile number shown below. Notice sent to the contact person designated by the Member is notice to the Member.

If to the Member:

**Attn: Elizabeth Doherty**  
**Fax: 845-351-2668**  
**Email: edoherty@tuxedopark-ny.gov**  
**Phone: 845-351-4745**

If to PERMA:

Attn: Jerry Faiella  
Fax: 1-877-737-6232  
Email: memberservices@perma.org  
Phone: 518-220-1111

10. **Not a contract of insurance.** This is not a contract of insurance. PERMA is not and is not, in any way, to be deemed by reason of this agreement to be an insurer, underwriter or guarantor with respect to any benefits payable for which the Member may be liable with respect to the workers' compensation claims that are the subject of this agreement. PERMA is acting under this agreement solely as a claims' administrator with respect to the Tail Claims, and not as an insurer with respect to those or to any other claims. PERMA will not, under any circumstances, advance its own funds on behalf of the Member.

11. **Applicable law and forum.** This agreement will be construed under and governed by the laws of the State of New York. Any dispute under this agreement must be heard in the Supreme Court of the State of New York, County of Albany. The parties consent to the jurisdiction of that court and the venue.

12. **Force majeure.** PERMA is not responsible for nonperformance or defective or late performance of its obligations under this agreement if the nonperformance, defective or late performance is due to causes beyond its control and occur without its fault or negligence, including without limitation, acts of God, strikes, war (including civil war), acts of any state or government, fire, explosions, the elements, epidemics, quarantine restrictions, blackout, embargo or unusually severe weather.

13. **Third parties.** This agreement is not intended to benefit and may not be construed to benefit, or to create any rights in, any third party.

14. **Amendments.** This agreement may not be modified or amended except in a written document signed by both parties.

15. **Severability.** If any provision of this agreement is held to be invalid or unenforceable for any reason, such invalidity or unenforceability will not affect the remainder of the agreement, which will remain in full force and effect and will be enforceable in accordance with its terms.

16. **Entire agreement; waiver.** This agreement constitutes the entire agreement between the parties and supersedes all prior understandings between the parties.

17. **No waiver.** No waiver or discharge of any breach of this agreement will be effective unless it is in writing signed by the party granting the waiver or discharge. The waiver of any breach of any provision of this agreement is not, and may not be deemed, a waiver of any subsequent breach of any provision of this agreement.

18. **Counterparts.** This agreement may be executed in multiple counterparts. All of the counterparts will, together, constitute a single, complete and fully executed document.

**IN WITNESS WHEREOF**, PERMA and the Member have duly executed this agreement as of the day and year first above written.

Public Employers Risk Management Association, Inc.

By: \_\_\_\_\_  
Jerry Faiella, Interim Executive Director

**Village of Tuxedo Park**

By: \_\_\_\_\_  
**Name and Title**

**Schedule A**

**Fees**

Indemnity Tail Claims ..... \$0 per year per claim

Medical Tail Claims ..... \$0 per year per claim

**Schedule B**

**Managed Care Fees**

**Medical Bill Review and PPO Network Charges** ..... \$8.50 per bill

Includes check fee, postage, duplicate bill fee, electronic submission and State reporting (NY HCRA Surcharge).

**Enhanced Medical Bill Review** ..... 25% of Savings

Includes technical and professional review of bills for correct coding, up coding, unbundling, national condition edits, facility and surgical bill line item audit, review for non-compensable charges, review of implant charges, validation of diagnostic related group (DRG) coding, and review of non-fee scheduled services for fair and reasonable payment. Fees are calculated based on incremental savings achieved below the State mandated fee schedule.

**PPO Network** ..... 25% of Savings

Includes access to proprietary national PPO network solution. Fees are calculated based on incremental savings achieved below the State fee schedule and enhanced savings.

**Out of Network Negotiations** ..... 25% Savings

WellComp/CareWorks may negotiate out of network charges with a medical provider to pay an agreed upon rate. Fees are calculated based on an incremental saving achieved below the State fee schedule and enhanced savings.

**Mandatory CMS MMSEA Reporting** ..... \$8.75 per transaction

**Claims Indexing Bureau Fee** ..... \$9.50 per claim



	Deductible	Indemnity	Medical	Expense	Total	Recovery
Grand Totals - 0 Claim						
		Incurred:				
		Total Paid:				
		Out Resvs:				



# PERMA

Valued as of 12/14/2020

# Claim Register

Tuxedo Park Village, open and reopened only

## Report Definition

**Description:**

**Filters:** (Line of Sub Coverage is not equal to RECORDS ONLY or Reporting Purposes Only and Pending? is false or empty) and Date of Loss is between 01/01/1960 and 01/31/2008 and Division is equal to Village of Tuxedo Park or Village of Tuxedo Park and Status is equal to Open or Reopened

**Groups:** Date of Loss Annually

**Sorts:** Date of Loss

**Options** Valuation Date is 12/14/2020

