## ERIE COUNTY WATER AUTHORITY INTEROFFICE MEMORANDUM

May 23, 2022

To: Jerome D. Schad, Chair

Peggy LaGree, Vice Chair Michelle Iannello, Treasurer

From: Daniel J. NeMoyer, Director of Human Resources

Subject: Professional Services Agreement with Healthworks

As you are aware, ECWA sent out an RFP for Health and Drug Screening on February 23, 2022. It was sent to five providers, three of which responded. After ECWA review committee made up of Daniel J. NeMoyer, Terrence D. McCracken and John Catanzaro went through the responses received, it was recommended to the Board at the March 24, 2022 meeting that ECWA move forward with a Professional Service Agreement with Healthworks WNY. Legal prepared the Professional Services Agreement and it was sent to Healthworks. It was executed by Healthworks on May 12, 2022.

I have attached the contract which needs to be signed by the Chairman in duplicate. If all is in order, please have this on the next board meeting for execution by the Chairman.

If you have any questions, please do not hesitate to contact m
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Thank you.

Dan NeMoyer

**Budget Line:** 

8010 401000 920259

## ERIE COUNTY WATER AUTHORITY AUTHORIZATION FORM

For Approval/Execution of Documents (check which apply)

Contract: Project No.: 20220006 Project Description: Professional Service Contract for Health and	3	
Drug Screening for Erie County Water Authority		
Item Description:         Agreement       X       Professional Service Contract       Amendment         BCD       NYSDOT Agreement       Contract Docume         Recommendation for Award of Contract       Recommendation         Request for Proposals         Other		Change Order  Addendum : Bids
Action Requested:  Board Authorization to Execute  Board Authorization to Award  Board Authorization to Advertise for Bids  Board Authorization to Solicit Request for Proposals  Authorization to enter into a Professional Service Contract		the Authority
Approvals Needed: APPROVED AS TO CONTENT:		
Director of HR Down My.	Date: _	6/8/22
Chief Operating Officer	Date: _	
Executive Engineer	Date: _	
Director of Administration  Navoya France  No. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1.	Date: _	05/23/2022
X Risk Manager Molly of Musarro	Date: _	05/24/2022
X Chief Financial Officer Karen a Rendugash	Date: _	05/23/2022 5/23/2022
APPROVED FOR BOARD RESOLUTION:	Date	3/23/2022
X Secretary to the Authority	Date: _	6/8/22
Remarks:		
Resolution Date: Item No:		

Project No.2022	
Contract:	

## PROFESSIONAL SERVICES AGREEMENT FOR COMPREHENSIVE OCCUPATIONAL HEALTH SERVICES

This Agreement, effective April 7, 2022 ("Effective Date"), is by and between

#### ERIE COUNTY WATER AUTHORITY

295 Main Street, Room 350 Buffalo, New York 14203

hereinafter referred to as the "Authority," and

#### HEALTHWORKS-WNY, L.L.P.

2075 Sheridan Drive Kenmore New York 14223

hereinafter referred to as the "Consultant."

The Authority seeks to enter into a contract for comprehensive occupational health services upon the terms and conditions stated in this Agreement.

In consideration of the mutual promises set forth in this Agreement, the Authority and the Consultant agree as follows:

#### ARTICLE 1 – CONSULTANT SERVICES

#### 1.01 Standard of Professional Performance:

- A. **Standard of Care:** Consultant shall perform its services under this Agreement in a skillful and competent manner in accordance with the standard of care ordinarily practiced by members of the subject profession under similar circumstances at the time and in the same locality.
- B. **Medical Accuracy:** The Authority shall not be responsible for discovering deficiencies in the medical accuracy of the Consultant's services. The Consultant shall correct deficiencies in medical accuracy without additional compensation unless such corrective action is directly attributable to deficiencies in Authority-furnished information.
- C. Representations and Warranties: Consultant hereby represents and warrants that Consultant and its professional staff have had substantial prior experience in providing occupational health services that are the same or similar in design, function, and complexity as the services to be performed un the Scope of Service. Consultant represents that during its performance of services hereunder, adequate

provision shall be made to staff and retain services of such competent personnel having sufficient qualifications by education, experience, license, and skill as appropriate or necessary for the performance of such services. The Authority has the right to review the personnel assigned and Consultant shall remove any personnel not acceptable to the Authority from performing services under this Agreement.

D. *Confidentiality:* The parties agree that all patient records shall be treated as confidential so as to comply with all State, Federal, and ethical requirements regarding confidentiality of medical records.

#### 1.02 Scope of Services:

- A. In response to a Request for Proposal, Consultant submitted to the Authority a proposal, a copy of which is attached to, and incorporated in, this Agreement as Appendix A.
- B. If the terms of the proposal and the terms of this Agreement are in conflict, the terms of this Agreement shall control.
- C. Under the terms of this Agreement, the Consultant shall perform the following services:

#### 1. Pre-Employment Physicals

- a. Consultant shall provide all aspects of the pre-employment physicals including:
  - i. Obtaining medical and work history,
  - ii. Performing a physical examination by a physician,
  - iii. Recording vital statistics (i.e., height, weight, blood pressure, pulse, temperature),
  - iv. Conducting a visual acuity test, and
  - v. Administering a urine screening (i.e., urine dipstick).
- b. Consultant shall have a physician perform audiometry evaluations.
- c. If required by the job specification for a particular position, Consultant shall perform a physical agility test.

#### 2. Evaluation for Respirator Clearances

a. Consultant shall provide all aspects of evaluation for on-site respiratory clearance including:

- i. Completing an OSHA Respiratory Medical Evaluation Questionnaire,
- ii. Obtaining medical and work history,
- iii. Performing a physical respiratory clearance examination and any ancillary tests,
- iv. Recording vital statistics (i.e., height, weight, blood pressure, pulse, temperature),
- v. Conducting a visual acuity test, and
- vi. Administering a urine screening (i.e., urine dipstick).
- b. Consultant shall conduct a quantitative respiratory fit testing for applicant's pre-employment evaluation, or for employee's annual evaluation, or as otherwise required by law or as requested by the Authority.
- c. Consultant shall conduct spirometry test, including Forced Vital Capacity (FVC), Forced Expiratory Volume at one second (FEV1), and FEV/FVC ratio interpretation, as needed.
- d. Consultant shall perform single view chest x-rays (PA view), as needed.
- e. Consultant shall maintain and provide all records of the respiratory clearance program necessary to comply with the record-keeping requirements, proscribed by law, to document the Authority's compliance if audited or otherwise is subject to legal compliance review.

#### 3. Asbestos Evaluations

- a. Consultant shall provide all aspects of evaluation for asbestos exposure including pre-employment, annual, and exit evaluations. Such evaluations will require the following:
  - Completing Part I (Pre-Employment) OSHA Asbestos Questionnaire, and Part II (Annual) OSHA Asbestos Questionnaire,
  - ii. Obtaining medical and work history,
  - iii. Performing a physical examination and any ancillary tests by a physician,
  - iv. Conducting a visual acuity test, and
  - v. Administering a urine screening (i.e., urine dipstick).
- b. Consultant shall conduct a quantitative respiratory fit testing as part of an applicant's pre-employment evaluation, as part of an employee's annual evaluation, or as otherwise required by law or as requested by the Authority.

- c. Consultant shall conduct spirometry test, including Forced Vital Capacity (FVC), Forced Expiratory Volume at one second (FEV1), and FEV/FVC ratio interpretation, as needed.
- d. Consultant shall perform single view chest x-rays (PA view), as needed.
- e. Consultant shall provide x-ray interpretation by a classified B-reader and performed by the intervals defined in 29 CFR 1910.1001(l)(3)(ii).
- f. Consultant shall provide urinalysis including micro- and macroscopic review of color, glucose, ketones, leukocytes, nitrite, occult blood, pH, protein, specific gravity, and turbidity.
- 4. Independent Medical Evaluations: Upon request, Consultant shall review and interpret any Independent Medical Evaluations (IME) submitted on behalf of an Authority employee., as well as review and interpret any chart or post summary dictation, and prepare summary as directed by the Authority or its insurance carrier.

#### 5. Return to Work Examinations

- a. Consultant shall perform all aspects of examination relating to a return to work or fitness for duty review, including without limitation:
  - Reviewing any medical and work history pertaining to disability with narrative report giving diagnosis, prognosis, and job restrictive activities, if any, and
  - ii. Performing a physical examination and any ancillary tests by a physician, including a physical agility examination.

#### 6. Other Health Related-Services

- a. Consultant shall provide the following services, upon request:
  - i. Non-life-threatening work-related injury care and treatment,
  - ii. Work-related injury follow-up visit(s).
  - iii. Audiometry examinations,
  - iv. Blood chemistry testing including basic metabolic panel and comprehensive metabolic panel,
  - v. Urinalysis,
  - vi. CBC with differential testing,
  - vii. Lumbar-Sacral x-ray,
  - viii. Standalone visual acuity testing, and
  - ix. Such other services as mutually agreed upon.

#### 7. Drug Screening Services

- Consultant shall provide the following services, upon request:
  - 5 Panel Hair Drug Screen Testing
  - ii. 5 Panel DOT Drug Screen Testing
  - iii. 5 Panel Non-DOT Drug Screen Testing
  - iv. 5 Panel INSTANT Drug-Screen Test for post-accident incidents
  - v. Laboratory Confirmation Testing only for non-negative INSTANT Drug Screen Results
- b. The 5 Panel testing shall test for the following drugs or drug classes:
  - i. Amphetamines
  - ii. Cocaine Metabolite
  - iii. Marijuana Metabolite
  - iv. Opiates
  - v. Phencyclidine
- c. Consultant shall provide 24/7 after-hours screen testing for reasonable suspicion or post-accident incident to be performed in-clinic or on-site, including holidays, with on-site testing to be coordinated through HealthWorks On-Site Services Division.
- d. Consultant shall provide the services of a Medical Review Officer who shall
  - i. Comply with U.S. Department of Transportation regulations,
  - ii. Be assigned in individual cases and required to evaluate all test results on each individual case,
  - iii. Provide 24-hour collection services,
  - iv. Provide off-site testing, if requested or required, and
  - v. Use the testing services of a certified lab approved by the United States Department of Health and Human Services.

#### 8. Breath Alcohol Testing

- a. Consultant shall provide the following services, upon request:
  - i. DOT and Non-DOT Breath Alcohol Test
  - ii. DOT and Non-DOT Confirmation Breath Alcohol Test
- b. Consultant shall provide 24/7 after-hours alcohol testing for reasonable suspicion or post-accident incident to be performed in-clinic or on-site, including holidays, with on-site testing to be coordinated through HealthWorks On-Site Services Division.

#### 9. Development and Maintenance of a Database for Random Drug Screen Selection

- a. Consultant shall set up a database for all covered Authority employees, with information to be provided and updated by the Authority.
- b. Consultant shall establish a selection process for random alcohol and drug testing
  - i. using a scientifically valid computer-based random number system generating a selection list, matching a driver's social security number,
  - ii. using unannounced selection dates, evenly distributed throughout the calendar year, and
  - iii. providing a computer-generated list of all employees to be test on a quarterly basis.

#### 1.03 Access to Authority Property:

- A. Consultant must notify the Authority's Security Officer and provide governmentissued photo identification of all employees retained by the Consultant who will be working on-site at one of the Authority's facilities and any additional information reasonably requested by the Authority's Security Officer.
- B. The Security Officer will issue security passes to the Consultant's employees assigned to work on-site at one of the Authority's facilities, allowing entrance to such Authority facility subject to the same conditions as an Authority employee.
- C. No person may visit any Authority property without the authorization of the Authority and/or its Security Officer.

#### 1.04 Compliance with Laws and Regulations, and Policies and Procedures

- A. The Authority and Consultant shall comply with all applicable federal, state, or local laws and regulations and all applicable Authority policies and procedures.
- B. Consultant shall comply with the provisions set forth in Public Authorities Law §§ 2875, 2876, and 2878 of the laws of the State of New York. In response to the Authority's Request for Proposals, Consultant submitted and signed Forms A, B, and C, a copy of which is attached to, and incorporated in, this Agreement as Appendix A, Item 3.
- C. By executing this Agreement, the Consultant affirms under the penalties of perjury that there was no collusion in the proposal submitted to the Authority, upon which forms the basis of this Agreement.

- D. Consultant shall comply with the provisions of State Finance Law § 139-L of the laws of the State of New York. In response to the Authority's Request for Proposals, the Consultant submitted and signed the Sexual Harassment Bidding Certification, a copy of which is attached to, and incorporated in, this Agreement, as Appendix A, Item 3.
- E. Consultant shall comply with the provisions of the Shield Act, codified at General Business Law § 899-aa of the laws of the State of New York.
- F. The Authority shall provide the Consultant in writing any and all Authority policies and procedures applicable to the Consultant's performance of services under this Agreement. The Consultant agrees to comply with such policies and procedures to the extent compliance is not inconsistent with professional practice requirements.
- 1.05 <u>Unknown Conditions</u>: Consultant shall not be required to sign any documents, no matter by whom requested, that would result in the Consultant having to certify, guarantee, or warrant the existence of conditions whose existence the Consultant cannot ascertain. The Authority agrees not to make resolution of any dispute with the Consultant for payment on any amount due to the Consultant in any way contingent upon the Consultant signing any such documents.

#### ARTICLE 2 – PAYMENT OF PROFESSIONAL SERVICES

- **2.01** Consultant shall submit monthly invoices to the Authority, detailing the hours and description of the services rendered to the Authority, as well as expenses incurred, in a form acceptable to the Authority's Chief Financial Officer and/or Comptroller. The Consultant will be responsible for completing all work covered by this Agreement.
- **2.02** Costs for the services provided under this Agreement shall be billed at the rates set forth in Appendix A, Item 5.
- 2.03 Consultant shall keep accurate records and books of all disbursements, or expenses made or incurred by Consultant pursuant to the services provided under this Agreement.
- 2.04 The Authority reserves the right to audit the Consultant's records to verify bills submitted and representations made. For this purpose, the Consultant agrees to make company records available for inspection upon written notice by the Authority. The Authority shall have two years from the date of the Consultant's final bill to complete its audit. If the audit establishes an overcharge, the Consultant agrees to refund the excess.

#### ARTICLE 3 – GENERAL PROVISIONS

**3.01 Subcontract and Assignments:** Consultant may not subcontract or delegate any of the work, services, and/or other obligations of the Consultant without the express written consent of

the Authority. The Authority and the Consultant bind themselves and their successors, administrators and assigns to the terms of this Agreement. The Consultant shall not assign, sublet, or transfer its interest in the Agreement without the written consent of the Authority.

- **3.02** <u>Amendments</u>: No modification or variation from the terms of this Agreement shall be effective unless it is in writing and authorized by a resolution of the Board of Commissioners of the Authority and signed by all parties.
- **3.03 Right to Terminate:** The Authority reserves the right to terminate the Consultant's services at any time, without cause, based on seven (7) days' written notice. The Consultant shall not be entitled to lost profit and shall perform only such services, after notification of termination, as the Authority directs.

#### 3.04 Indemnification:

- A. To the fullest extent permitted by law, the Consultant agrees to indemnify and hold the Authority harmless from all third party claims, liabilities, damages and costs (including all reasonable attorney's fees, and cost of defense) to which the Authority, its officers, directors and employees may be subject to, arising out of the death or bodily injury to any person or the destruction or damage to any property to the extent caused by the negligent acts, errors or omissions, or willful misconduct of the Consultant's performance of professional services provided under this Agreement and those of its subcontractors or anyone for whom the Consultant is legally liable.
- B. To the fullest extent permitted by law, the Authority agrees to indemnify and hold the Consultant harmless from all third-party claims, liabilities, damages, and costs (including all reasonable attorney's fees and cost of defense) to the extent caused by the negligent acts, errors or omissions of the Authority, its contractors, engineers, or anyone for whom the Authority is legally liable.

#### 3.05 <u>Confidential Information:</u>

- A. In order to assist the Consultant in the performance of this Agreement, the Authority may provide the Consultant with confidential information including, but not limited to information relative to the services to be performed. All information received by the Consultant in any fashion and under any conditions resulting from the rendering of the services in consideration of this agreement, are considered confidential. The Consultant shall hold in confidence and not disclose to any person or any entity, any information regarding information learned during the performance of services including but not limited to information relative to the services to be performed.
- B. Consultant shall use at least the same degree of care to protect and prevent unauthorized disclosure of any confidential information as it would use to protect and prevent unauthorized disclosure of its own proprietary information. The Consultant shall use confidential information only in the performance of this

- Agreement. No other use of the confidential information whether for the Consultant's benefit or for the benefit of others shall be permitted.
- C. In no event is the Consultant authorized to disclose confidential information without the prior written approval of the Authority. The Consultant may provide such information to its subcontractors for the purpose of performing the services; or disclose such information, with notice to the Authority, if such information is required to be disclosed by law or court order.
- D. The terms of this section shall be binding during and subsequent to the expiration or termination of this Agreement.
- **3.06 Insurance**: Consultant shall secure and maintain such insurance as will protect itself from claims under the Workers' Compensation Act; claims for damages because of bodily injury, including personal injury, sickness or disease, or death of any of its employees or of any person other than its employees; and from claims for damages because of injury to or destruction of property including loss of use resulting therefrom in the amounts indicated on Appendix B. The Consultant shall provide and maintain insurance that will provide coverage for claims arising out of the negligent performance of its services. The Consultant shall provide Certificates of Insurance certifying the coverage required by this provision.
- 3.07 New York Law and Jurisdiction: Notwithstanding any other provision of this Agreement, any dispute concerning any question of fact or law arising under this Agreement which is not disposed of by agreement between the Consultant and the Authority shall be governed, interpreted and decided by a court of competent jurisdiction of the State of New York in accordance with the laws of the State of New York.
- 3.08 <u>Conflicts of Interest</u>: Consultant represents that it has advised the Authority in writing prior to the date of signing this Agreement of any relationships with third parties, including competitors of the Authority, which would present a conflict of interest with the rendering of the services, or which would prevent the Consultant from carrying out the terms of this Agreement or which would present a significant opportunity for the disclosure of confidential information. The Consultant will advise the Authority of any such relationships that arise during the term of this Agreement. The Authority shall then have the option to terminate the Agreement without being subject to further obligations under its terms, except for the payment of services already rendered by the Consultant. So long as the Consultant reports such a conflict as required by this section, the Consultant will have no further obligations for completing the scope of services under the terms of this Agreement.
- **3.09** <u>Additional Conditions</u>: Consultant and the Authority acknowledge that there may be additional conditions, terms and provisions which shall apply specifically to the services to be performed. The parties agree to negotiate in good faith to agree upon such additional terms.
- 3.10 <u>Entire Agreement</u>: This Agreement constitutes the entire understanding of the parties and no representations or agreements, oral or written, made prior to its execution shall vary or modify the terms herein. This Agreement supersedes all prior contemporaneous communications, representations, or agreements, whether oral or written with respect to the subject matter hereof

and has been induced by no representations, statements or agreements other than those herein expressed. No subsequent agreement made between the parties shall be binding on either party unless reduced to writing and signed by an authorized officer of the party sought to be bound by such agreement.

#### 3.11 *Independent Status*:

- A. Nothing contained in the Agreement shall be construed to render either the Authority or the Consultant, an owner, member, officer, partner, employee or agent of the other, nor shall either party have authority to bind the other in any manner, other than as set forth in this Agreement, it being intended that the Consultant shall remain an independent contractor responsible for its own actions. The Consultant is retained by the Authority only for the purpose and to the extent set forth in this Agreement.
- B. Consultant is free to choose the aggregate number of hours worked and the scheduling of such hours as it shall see fit at its discretion within the limitations set forth in Article 4.
- C. Neither Consultant nor its employees shall be considered under the provisions of this Agreement or otherwise as having an employee, servant or agency status or as being entitled to participate in any plans, arrangements, or distributions of the Authority.
- D. In providing the services under this Agreement, Consultant represents and warrants that it has complied with all applicable federal, state, and local laws particularly with respect to licenses, withholdings, reporting and payment of taxes. Consultant agrees to furnish copies of documentation to the Authority evidencing its compliance with such laws. Consultant further represents and warrants that any income accruing to Consultant and its employees from the Agreement shall be reported as such to the appropriate taxation authorities.
- 3.12 <u>Doing Business Status</u>: Consultant represents it is qualified to do business in the State of New York and has registered with the New York Secretary of State.
- 3.13 <u>Force Majeure</u>: Consultant shall not be liable to the Authority for any failure to perform the Services if any such failure is caused by forces beyond Consultant's reasonable control, including without limitation, actions or inactions of any governmental agencies, changes in law, strikes, lockouts, or other industrial disturbances, acts or omissions of third-parties, civil disturbances, fires, floods, earthquakes, acts of God, acts of a public enemy or terrorism, epidemics or pandemics, including issues arising out of the COVID-19 pandemic, which may include without limitation, workforce shortages, lack of necessary supplies or Personal Protective Equipment, travel restrictions, and other restrictions resulting from public guidance and emergency orders.
- **3.14 Gratuities:** Consultant shall prohibit its agents, employees, and consultants from using their positions for personal financial gain, or from accepting any personal advantage from anyone under circumstances which might reasonably be interpreted as an attempt to influence the recipients in the conduct of their official duties. The Consultant or its employees shall not, under

circumstances which might be reasonably interpreted as an attempt to influence the recipients in the conduct of their duties, extend any gratuity or special favor to employees of the Authority.

**3.15** *Notice:* Any notices required by this Agreement or otherwise shall be delivered by United States Postal mail or personal delivery upon the addresses hereinbefore stated. Any change in such addresses shall be required to be in writing to the other party and acknowledged as such.

#### ARTICLE 4 - SEVERABILITY

**4.01** Any provision or part of the Agreement held to be void or unenforceable by a court of competent jurisdiction shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the parties, which agrees that the Agreement shall be reformed to replace such stricken provisions or part thereof with a valid enforceable provision that comes as close as possible to expressing the intent of the stricken provision. The validity and enforceability of all other provisions of this Agreement shall not otherwise be affected.

#### ARTICLE 5 - DURATION

- 5.01 All services to be provided under this Agreement shall be provided over a three-year period from May 1, 2022 through April 30, 2025 with two potential one-year extensions, at the sole discretion of the Authority, upon mutually agreed upon terms.
- 5.02 The Authority reserves the right to terminate this Agreement in the event it is found that the Certification filed by the Consultant in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, the Authority may exercise its termination right by providing written notification to the Consultant in accordance with the written notification terms of this Agreement.

#### ERIE COUNTY WATER AUTHORITY

By	
Jerome D. Schad, Chair	

HEALTHWORKS-WNY, L.L.P.

By Man Lof. Mark Costanza, M.D., Partner

STATE OF NEW YORK ) COUNTY OF ERIE ) ss:
On the day of, in the year 2022, before me personally came Jerome D. Schad, to me known, who, being by me duly sworn, did depose and say that he resides in Amherst, New York, that he is the Chair of the Board of Commissioners for the Erie County Water Authority described in the above instrument; and that he signed his name thereto by order of the Board of Commissioners.
Notary Public
STATE OF NEW YORK ) COUNTY OF ERIE ) ss:
On the day of day of day, in the year 2022, before me personally came Mark Costanza, M.D., to me known, who, being by me duly sworn, did depose and say that he resides in New York, that he is a Partner of HealthWorks - WNY, L.L.P described in the above instrument; and that he signed his/her name thereto as authorized by the limited liability partnership covenants.
Notary Public
BAROL D.

CAROL PEACOCK
Notary Public, State of New York
Qualified in Erie County
Reg. No. 01PE6381648
My Commission Expires 10/09/2022

## APPENDIX A

# ECWA PROJECT No. 202200063 HEALTH SERVICES AND DRUG SCREENING REQUEST FOR PROPOSAL

### ITEM 1

QUALIFICATIONS, EXPERIENCE, & REFERENCES

#### QUALIFICATIONS AND EXPERIENCE

HealthWorks-WNY is proud to be Western New York's premier medical practice dedicated to providing comprehensive occupational health services. We are the only locally physician owned practice focusing exclusively on the delivery of occupational medical care services, and you will not find a group of medical professionals more dedicated and customer focused, and I do not make this claim lightly. Our physicians, clinicians, and management team epitomize the term "accessibility" because you will find that they make themselves readily available during normal clinic hours, and often well beyond. Our staff is experienced in occupational medicine because that is where they focus all of their time and attention.

Our Medical Directors, Dr. Mark Costanza, Dr. Kimberly Oddo, and Dr. Stuart Dorfman, who are based here in western New York, are the co-owners of HealthWorks-WNY. They are also certified Medical Review Officers (MROs) who practice in-clinic each day or on-site at various employer locations throughout western New York. They bring a combined total of almost 70 years of experience to the practice of occupational medicine. Our fully trained, licensed and/or credentialed staff, consisting of physicians, physician assistants, registered nurses, licensed practical nurses, medical assistants and x-ray technicians, rounds out the remainder of our clinical operations. Our physicians and physician assistants are approved by the NYS Workers Compensation Board to examine and treat injured workers, and they are also certified by the Federal Motor Carrier Safety Administration (FMCSA) to perform Department Of Transportation (DOT) medical examinations. Our clinicians are trained and certified to perform drug screen and alcohol testing according to federal DOT approved standards. In addition, they are CAOHC certified to perform audiometric testing according to the requirements defined in OSHA Occupational Noise Exposure Standard 29 CFR1910.95. They also perform pulmonary function testing and respirator mask fit testing according to the requirements set forth in OSHA Respiratory Protection Standard 29 CFR1910.134. Our entire clinical staff is under the direction of Suzanne Todtenhagen, RN, who brings over three decades of clinical experience to the practice of occupational medicine.

As further attestation of our medical professionals' qualifications, please refer to the list of certifications and licensures for key members of our practice on the following page.

#### **SENIOR STAFF LICENSURES and CERTIFICATIONS**

STAFF MEMBER	LICENSURE / CERTIFICATION
Kelly Berchou, MD	New York State Licensed in Medicine
	American Board of Internal Medicine
	Certified Medical Examiner by the Federal Motor Carrier and Safety Administration
	New York State Workers Compensation Board of Authorized Providers
Mark Costanza, MD	Certified Medical Review Officer by the American Association of Medical Review Officers
	Certified Medical Examiner by the Federal Motor Carrier and Safety Administration
	New York State Licensed in Medicine & Surgery
	New York State Workers Compensation Board of Authorized Providers
Stuart Dorfman, MD	Certified Medical Review Officer by the Medical Review Officer Certification Council
	Certified Medical Examiner by the Federal Motor Carrier and Safety
	Administration
	New York State Licensed in Medicine & Surgery
	National Board of Medical Examiners
	New York State Workers Compensation Board of Authorized Providers
Kimberly Oddo, MD	Certified Medical Review Officer by the American Association of Medica Review Officers
	Certified Medical Examiner by the Federal Motor Carrier and Safety
	Administration
	New York State Licensed in Medicine & Surgery
	American Board of Family Medicine  New York State Workers Compensation Board of Authorized Providers
Curry Tedtanhagay DN	New York State Workers Compensation Board of Authorized Providers  New York State licensed as a registered nurse
Susan Todtenhagen, RN	Certified breath alcohol technician on the Alco-Sensor breathalyzer
	Certified breath alcohol technician on the Drager breathalyzer
	Certified trainer for other breath alcohol technicians
	CAOHC Certified occupational hearing conservationist by the Council for
	Accreditation in Occupational Hearing Conservation
	Certified HIV counselor by New York State
	Certified in the collection of hair samples for substance abuse testing
	Certified in basic life support

#### REFERENCES

CONTACT	CLIENT	LOCATION	
Mr. Tommy Fontaine, CSP Safety Manager (716) 942-2637 tommy.fontaine@chbwv.com	CH2M Hill BWXT West Valley, LLC	10282 Rock Springs Road West Valley, New York 14171	
Ms. Nicole Galley, PHR, SHRM-CP Director of HRIS (716) 817-7430 ngalley@people-inc.org	People Incorporated	692 Millersport Highway Amherst, New York 14226	
Mr. William Renaldo Commissioner of Fire (716) 851-5333 ext. 355 wrenaldo@bfdny.org	City of Buffalo Fire Department	68 Court Street Buffalo, New York 14202	

## ECWA PROJECT No. 202200063 HEALTH SERVICES AND DRUG SCREENING REQUEST FOR PROPOSAL

### ITEM 2

## DEMONSTRATE DETAILED PROJECT UNDERSTANDING & TECHNICAL BACKGROUND

#### DETAILED PROJECT UNDERSTANDING & TECHNICAL BACKGROUND

I'm reminded of a somewhat recent event in my life wherein I required a type of specialized surgery; surgery that should, as I was initially told, probably not be performed in Buffalo. And so, acting on my doctor's suggestion, I visited three local surgeons to obtain their medical opinions, and each surgeon echoed the same response to me. They told me that while they could in fact perform the surgery as it was certainly within the scope of their practice, they admitted that it was the type of surgery that was not performed very often (in Buffalo). All three surgeons honestly admitted to me that if it was them requiring this type of surgery, they would have it performed at a hospital where their surgeons had as much experience as possible performing the procedure because the old adage of "practice makes perfect" certainly applies in medicine too.

Hence, a detailed project understanding and technical background in the occupational health services sought by the water authority does not come from merely acquainting oneself with the necessary OSHA regulations, and the successful completion of a medical review officer certificate program. These accomplishments certainly provide for the fundamentals, but it's the repeated performance of these specific occupational health related services, including drug screening, that ultimately imparts the knowledge, understanding, and technical skills to an occupational medical practitioner, and this is precisely what sets HealthWorks apart from all of its competitors. We are the only local physician owned practice dedicated entirely to the practice of occupational medicine. Occupational medicine is all that we do at HealthWorks, and so we can proudly say that we have honed our craft when it comes to performing the types of health services being sought by the water authority. To complement all the educational accomplishments achieved by our staff as evidenced by their various diplomas, licensures and/or certifications, you will also find, and perhaps more importantly, the type of technical understanding and skill set only acquired from performing the likes of 17,000 drug screens, 2,500 breath alcohol tests, close to 3,000 fitness for duty or return to work evaluations, over 6,000 pre-employment examinations and 1,500 respirator clearance examinations on an annual basis. Added to that extraordinary annual volume are another 6,000 hearing tests, approximately 3,000 work related injury cases, and a consortium management program successfully overseeing the random drug and alcohol testing for approximately 400 employers covering over 2,000 employees! Volume like this is where the rubber hits the road; where the detailed project understanding and technical background for the occupational health services and drug screening sought by the water authority are truly acquired in day-to-day practice.

As the incumbent occupational health provider to the water authority, we have successfully delivered year after year on the above health services for almost two decades, and we hope to continue this important relationship at the conclusion of this current RFP process.

# ECWA PROJECT No. 202200063 HEALTH SERVICES AND DRUG SCREENING REQUEST FOR PROPOSAL

## ITEM 3

**REQUIRED FORMS** 

#### NON-COLLUSIVE BIDDING CERTIFICATION

as mandated by Public Authority Law § 2878

By submission of this bid or proposal, each bidder/respondent and each person signing on behalf of any bidder/respondent certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

- (1) The prices in this bid or proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder/respondent or with any competitor; and
- (2) Unless otherwise required by law, the prices which have been quoted in this bid or proposal have not been knowingly disclosed by the bidder/respondent and will not knowingly be disclosed by the bidder/respondent prior to opening, directly or indirectly, to any other bidder/respondent or to any competitor; and
- (3) No attempt has been made or will be made by the bidder/respondent to induce any other person, partnership, or corporation to submit or not to submit a bid for the purpose of restricting competition.

#### NOTICE (Penal Law § 210.45)

IT IS A CRIME, PUNISHABLE AS A CLASS A MISDEMEANOR UNDER THE LAWS OF THE STATE OF NEW YORK, FOR A PERSON, IN AND BY A WRITTEN INSTRUMENT, TO KNOWINGLY MAKE A FALSE STATEMENT, OR TO MAKE A FALSE STATEMENT, OR TO MAKE A STATEMENT WHICH SUCH PERSON DOES NOT BELIEVE TO BE TRUE.

#### BID NOT ACCEPTABLE WITHOUT FOLLOWING CERTIFICATION:

Affirmed under pe	nalty of perjury this 💃	VENTH day_	MARCH	, 2022
FIRM NAME	HEALTH WORKS-V	NNY, LLP		
	2075 SHEWDAY	1		
	KENMORE NY		ZIP]	4223
AUTHORIZED S	IGNATURE	Sichard Costa	mix	
TYPED NAME O	F AUTHORIZED SIGN	ATURE RICE	HARD CO	STANZA
TITLE DIRECTOR	R, MARKETING	TELEPHON	E No. (716)	829-9404

#### SECTION 2875 OF THE PUBLIC AUTHORITIES LAW

§2875. GROUND FOR CANCELLATION OF CONTRACT BY PUBLIC AUTHORITY.

A clause shall be inserted in all specifications or contracts hereafter made or awarded by any public authority or by any official of any public authority created by the state or any political subdivision, for work or services performed or to be performed or goods sold or to be sold, to provide that upon the refusal of a person, when called before a grand jury, head of a state department, temporary state commission, or other state agency, the organized crime task force in the department of law,

head of a city department, or other city agency, which is empowered to compel the attendance of witnesses and examine them under oath, to testify in an investigation concerning any transaction or contract had with the state, any political subdivision thereof or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question

concerning such transaction or contract.

(a) Such person, and any firm, partnership, or corporation of which he is a member, partner, director, or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any public authority or official thereof, for goods, work or services, for a period of five years after such refusal, and to provide also that

(b) any and all contracts made with any public authority or official thereof, since the effective date of this law, by such person and by any firm, partnership, or corporation of which he is a member, partner, director or officer may be canceled or terminated by the public authority without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the public authority for goods delivered or work done prior to the cancellation termination shall be paid.

This is to CERTIFY that neither the undersigned nor any member, partner, director, or officer of the firm has refused to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning a transaction or contract with the state, any political subdivision thereof, a public authority or with a public department, agency or official of the state or of any political subdivision thereof or of a public authority, when called before a grand jury, head of a state department, temporary state commission, or other state agency, the organized crime task force in the department of law, head of a city department, or other city agency, which is empowered to compel the attendance of witnesses and examine them under oath.

LISA M. ZOIZACK Notary Public, State of New York Qualified in Erie County Rea. No. 01Z06298127

My Commission Expires March 10, 2022 (SEAL)

(Person authorized to sign)

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#### SECTION 2876 OF THE PUBLIC AUTHORITIES LAW

#### §2876. DISQUALIFICATION TO CONTRACT WITH PUBLIC AUTHORITY

Any person who, when called before a grand jury, head of a state department, temporary state commission or other state agency, the organized crime task force in the department of law, head of a city department or other city agency, which is empowered to compel the attendance of witnesses and examine them under oath to testify in an investigation concerning any transaction or contract had with the state, any political subdivision thereof, a public authority or with a public department, agency or official of the state or of any political subdivision thereof or of a public authority, refuses to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant questions concerning such transaction or contract, and any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any public authority or any official of any public authority created by the state or any political subdivision, for goods, work or services, for a period of five years after such refusal or until a disqualification shall be removed pursuant to the provisions of section twenty-six hundred three of this article.

It shall be the duty of the officer conducting the investigation before the grand jury, the head of a state department, the chairman of the temporary state commission or other state agency, the organized crime task force in the department of law, the head of a city department or other city agency before which the refusal occurs to send notice of such refusal, together with the names of any firm, partnership or corporation of which the person so refusing is known to be a member, partner, officer or director, to the commissioner of transportation of the state of New York, or the commissioner of general services as the case may be, and the appropriate departments, agencies and officials of the state, political subdivisions thereof or public authorities with whom the persons so refusing and any firm, partnership or corporation of which he is a member, partner, director or officer, is known to have a contract. However, when such refusal occurs before a body other than a grand jury, notice of refusal shall not be sent for a period of ten days after such refusal occurs. Prior to the expiration of this ten day period, any person, firm, partnership or corporation which has become liable to the cancellation or termination of a contract or disqualification to contract on account of such refusal may commence a special proceeding at a special term of the supreme court, held within the judicial district in which the refusal occurred, for an order determining whether the questions in response to which the refusal occurred were relevant and material to the inquiry. Upon the commencement of such proceeding, the sending of such notice of refusal to answer shall be subject to order of the court in which the proceeding was brought in a manner and on such terms as the court may deem just. If a proceeding is not brought within ten days, notice of refusal shall thereupon be sent as provided herein.

This is to CERTIFY that neither the undersigned nor any member, partner, director, or officer of the firm has refused to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning a transaction or contract with the state, any political subdivision thereof, a public authority or with a public department, agency or official of the state or of any political subdivision thereof or of a public authority, when called before a grand jury,

Page 9 of 20

head of a state department, temporary state commission, or other state agency, the organized crime task force in the department of law, head of a city department, or other city agency, which is empowered to compel the attendance of witnesses and examine them under oath.

(Name of Individual, Partnership or Corporation)

LISA M. ZOIZACK
Notary Public, State of New York
(SEAL) ied in Erie County
Reg. No. 01ZO6298127
My Commission Expires March 10, 2022

Peg. No. 01Z06298127
Conmission Expires March 10, 2022

Persmally applared byou me cs/6/22

Addressed March 10, 2022

(Person authorized to sign)

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#### FORMS A, B, and C

#### STATE FINANCE LAW REQUIREMENTS

The Erie County Water Authority (the "Authority") is a government entity, as that term is defined in State Finance Law §§ 139-j(1)(a) and 139-k(1)(a). When the Authority seeks to procure goods or services by means of an Invitation or Notice to Bid, or a Request for Proposals, the State Finance Law imposes certain restrictions on anyone who may wish to offer goods or services to the Authority as an Offerer, as that term is defined in §§ 139-j(1)(h) and 139-k(1)(h).

During the Restricted Period, as defined in §§ 139-j(1)(f) and 139-k(1)(f), when bids or proposals are being solicited, the Authority will designate a contact person with whom the Offerer may contact for information and other authorized purposes as set forth in §139-j of the State Finance Law. The designated contact is identified in the Notice to Bidders, or in the Request for Proposal. An Offerer is authorized to contact the Authority's designated contact for such purposes as set forth in § 139-j(3).

Pursuant to the State Finance Law, the Authority is also required to make certain findings before making any determinations as to the qualifications and eligibility of those seeking a procurement contract, as that term is defined in State Finance Law §§ 139-j(1)(g) and 139-k(1)(g). Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings of non-responsibility occurring within a 4-year period, the Offerer will be debarred from obtaining procurement contracts with the Authority. Further information about these requirements can be found in §§139-j and 139-k of the New York State Finance Law and the Erie County Water Authority's Procurement Disclosure Policy.

The following forms will be used by the Authority to make such findings:

Form A - Offerer's Affirmation of Understanding of, and Agreement to Comply with, the Authority's Permissible Contact Requirement During the Restricted Period.

Form B - Offerer's Certification of Compliance with State Finance Law.

Form C - Offerer's Disclosure of Prior Non-Responsibility Determinations.

#### FORM A

Offeror's Affirmation of Understanding of, and Agreement to Comply with, the Permissible Contact Requirements During the Restricted Period

#### Instructions:

The Erie County Water Authority (the "Authority") is a government entity, as that term is defined in State Finance Law §§ 139-j(1)(a) and 139-k(1)(a). The Authority must obtain a written affirmation of understanding and agreement to comply with procedures regarding permissible contacts with the Authority in the restricted period for a procurement contract in accordance with State Finance Law §139-j and §139-k. It is required that this affirmation be obtained as early as possible in the procurement process, but no later than when the Offeror submits its proposal.

Offeror affirms that it understands and agrees to comply with the procedures of the Authority relative to permissible contacts as required by State Finance Law §139–j(3) and §139–j(6)(b).
By: Richard Costmya Date: 3/7/2022
Name: RICHARD COSTANZA
Title: NILECTOR, MARKETING
Contractor Name: HEALTHWORKS-WWY
Contractor Address: 2075 SHERIDAN DRIVE
KENMORE, NEW YORK 14223

#### FORM B

#### Offeror's Certification of Compliance With State Finance Law §139-k(5)

#### **Instructions:**

The Erie County Water Authority (the "Authority") is a government entity, as that term is defined in State Finance Law §§ 139-j(1)(a) and 139-k(1)(a). The Authority must obtain a Certification that the information submitted for a procurement contract is complete, true, and accurate regarding any prior findings of non-responsibility, such as non-responsibility pursuant to State Finance Law §139-j. The Offeror must agree to sign the Certification, under penalty of perjury, and to provide the Certification to the Authority. The Certification should be obtained as early as possible in the process, but no later than when an Offeror submits its proposal.

Offeror Certification:
I certify that all information provided to the Authority relating to the awarding of a procurement contract is complete, true, and accurate.
By: Richard Costanza Date: 3/7/2022
Name: RICHARD COSTANZA
Title: DIRECTOR, MARKETING
Contractor Name: HEALTH WORKS-WNY
Contractor Address: 2075 SHEUDAN Drive
KENMORE, NEW YORK 14223

#### FORM C

### Offeror's Disclosure of Prior Non-Responsibility Determinations

#### Background:

The Erie County Water Authority (the "Authority") is a government entity, as that term is defined in State Finance Law §§ 139-j(1)(a) and 139-k(1)(a). New York State Finance Law §139-k(2) obligates the Authority to obtain specific information regarding prior non-responsibility determinations with respect to State Finance Law §139-j. In accordance with State Finance Law §139-k, an Offeror must be asked to disclose whether there has been a finding of non-responsibility made within the previous four (4) years by any Governmental Entity due to: (a) a violation of State Finance Law §139-j; or (b) the intentional provision of false or incomplete information to a Government Entity.

The terms "Offeror" and "Governmental Entity" are defined in State Finance Law §§139-j(1). and §139-k(1), These sections also set forth detailed requirements about the restrictions on contacts during the procurement process. A violation of State Finance Law §139-j includes, but is not limited to, an impermissible contact during the restricted period (for example, contacting a person or entity other than the designated contact person, when such contact does not fall within one of the exemptions).

As part of its responsibility determination, State Finance Law §139–k(3) mandates consideration of whether an Offeror fails to timely disclose accurate or complete information regarding the above non-responsibility determination. In accordance with law, no Procurement Contract shall be awarded to any Offeror that fails to timely disclose accurate or complete information under this section, unless a finding is made that the award of the Procurement Contract to the Offeror is necessary to protect public property or public health safety, and the Offeror is the only source capable of supplying the required Article of Procurement, as that term is defined in State Finance Law §§ 139-j(1)(b) and 139-k(1)(b), within the necessary timeframe. See State Finance Law §139-j(10)(b) and §139-k(3).

#### **Instructions:**

The Authority must include a disclosure request regarding prior non-responsibility determinations in accordance with State Finance Law §139—k in its solicitation of proposals or bid documents or specifications or contract documents, as applicable, for procurement contracts. The attached form is to be completed and submitted by the individual or entity seeking to enter into a Procurement Contract. It shall be submitted to the Authority conducting the Governmental Procurement no later than when the Offeror submits its proposal.

#### FORM C (Continued)

#### Offeror's Disclosure of Prior Non-Responsibility Determinations

Name of Individual or Entity Seeking to Enter into the Procurement Contract:
HEALTH WORKS-WNY
Address: 2075 SHERIDAN DRIVE
KENMORE, NEW YORK 14223
Name and Title of Person Submitting this Form: RICHARD COSTANZA
DIRECTOR, MARKETING
Contract Procurement Number: (716) 829 - 9404
Date: 3/7/2022
1. Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years? (Please circle):  Yes
If yes, please answer the next questions:
2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j (Please circle): No Yes
3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity? (Please circle) No Yes
4. If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility below.
Governmental Entity:
Date of Finding of Non-Responsibility:
Basis of Finding of Non-Responsibility:
(Add additional pages as necessary)

#### FORM C (Continued)

5.	Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named individual or entity due to the intentional provision of false or incomplete information? (Please circle):
6.	If yes, please provide details below.  Governmental Entity:
	Date of Termination or Withholding of Contract:
	Basis of Termination or Withholding:
	(Add additional pages as necessary)
C+	fferor certifies that all information provided to the Erie County Water Authority with respect to
Ву	7: Signature Date: 3/7/2022
N	ame: RICHARD COSTANZA
Ti	tle: DIRECTUR, MARKETING

#### CONTRACT TERMINATION PROVISION

#### Instructions:

A Contract Termination Provision will be included in each procurement contract governed by State Finance Law §139–k. New York State Finance Law §139-k(5) provides that every procurement contract award subject to the provisions of State Finance Law §§139–k and 139–j shall contain a provision authorizing the governmental entity to terminate the contract in the event that the certification is found to be intentionally false or intentionally incomplete. This statutory contract language authorizes, but does not mandate, termination. "Government Entity" and "procurement contract" are defined in State Finance Law §§ 139 j(1) and 139–k(1).

This required clause will be included in a covered procurement contract.

A sample of the Termination Provision is included below. If a contract is terminated in accordance with State Finance Law §139–k(5), the Erie County Water Authority, as a governmental entity, is required to include a statement in the procurement record describing the basis for any action taken under the termination provision.

#### **Sample Contract Termination Provision**

The Erie County Water Authority, as a governmental entity, reserves the right to terminate this contract in the event it is found that the certification filed by the Offeror in accordance with New York State Finance Law §139–k was intentionally false or intentionally incomplete. Upon such finding, the Authority may exercise its termination right by providing written notification to the Offeror in accordance with the written notification terms of this contract.

## OFFERER'S STATEMENT REGARDING PREVENTION OF UNLAWFUL DISCRIMINATORY PRACTICES

The Erie County Water Authority (the "Authority"), as an employer in New York State, is subject to the Human Rights Law, codified as Executive Law §290, et. seq., and Labor Law §201-g. The Authority seeks to provide a work environment that is free from unlawful discriminatory practices as they are defined in Executive Law §296, as well as from inappropriate harassing conduct even if not deemed unlawful, to its employees, contractors, subcontractors, vendors, consultants, and any other person providing services on Authority premises. Pursuant to the Human Rights Law, it shall be unlawful to discriminate against an individual, or to subject an individual to harassment, due to age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or status as a victim of domestic violence. Accordingly, the Authority requires that any Offeror of a proposal or bid, agree to sign the following statement regarding unlawful discriminatory practices, including, but not limited to sexual harassment, under penalty of perjury. This statement should be provided to the Authority as early as possible in the procurement process, but not later than at the time of execution of a contract with the Authority. Failure to agree to sign the statement may result in the Authority deeming the bid or proposal withdrawn by the Offeror.

#### Offerer Statement:

I certify, under penalty of perjury, that the following statements are accurate:

- Offerer is aware of its obligations under the Human Rights Law (Executive Law §290, et. seq.
- Offerer complies with the provisions of Executive Law §290, et. seq., including Executive Law §296, and does not permit unlawful discriminatory practices or harassment based on an individual's age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or status as a victim of domestic violence in its workplace.
- Offerer complies with the provisions of Labor Law §201-g, has implemented a written policy addressing sexual harassment in the workplace which meets the minimum standards of Labor Law §201-g, and provides annual sexual harassment prevention training to all of its employees.

By: Kidard ( oshuga	Date: 3/7/2022
Name: RICHTARO COSTANZA	
Title: DIRECTOR MARKETING	
Offeror Name: HEALTH WOAKS-WNY	
Offeror Address: 2075 SHERLDAN DRIVE	
LENMORE, NEW YORK 14223	

# ECWA PROJECT No. 202200063 HEALTH SERVICES AND DRUG SCREENING REQUEST FOR PROPOSAL

## ITEM 4

### **PROOF OF INSURANCE**

#### Client#: 1679718

#### HEALTWNY

#### ACORD.

#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/15/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in liquid for such endorsements.

PRODUCER	CONTACT Barbara Solly		
USI Insurance Services LLC	PHONE (A/C, No, Ext): 877 396-3800 (A/C, No): 877-775-0110		
726 Exchange Street  Buffalo, NY 14210			
855 874-0123	INSURER(S) AFFORDING COVERAGE	NAIC#	
	INSURER A : Hartford Fire Insurance Company	19682	
INSURED I I COMMISSION IN THE INTERNAL	INSURER B : Twin City Fire Insurance Company 29459		
HealthWorks WNY LLP	INSURER C : Philadelphia Indemnity Insurance Co.	18058	
2075 Sheridan Drive	INSURER D : Property and Casualty Ins Co ofHartford	34690	
Attn: Phillip Woeppel	INSURER E :	4	
Kenmore, NY 14223	INSURER F;		

COVERAGES

CERTIFICATE NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE

ADDISUBS.

POLICY EMPTORY (MM/DD/YYYY)

INST WYD

POLICY NUMBER

TYPE OF INSURANCE

ADDISUBS.

INST WYD

POLICY NUMBER

REVISION NUMBER:

LTR	TYPE OF INSURANCE	INSR	WVD	POLICY NUMBER	(MM/DD/YYYY)	(MM/DD/YYYY)	LIMIT	S
Α	CLAIMS-MADE X OCCUR	X	X	01SBARH7084	12/31/2021	12/31/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$2,000,000 \$300,000
		- 4		F1.0			MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$4,000,000
	POLICY: PRO- JECT LOC					191 -4	PRODUCTS - COMP/OP AGG	\$4,000,000
	OTHER:							\$
D	AUTOMOBILE LIABILITY	X	X	01UECTK0979	12/31/2021	12/31/2022	COMBINED SINGLE LIMIT (Ea accident)	s1,000,000
	ANY AUTO					,	BODILY INJURY (Per person)	\$
	OWNED AUTOS ONLY X SCHEDULED AUTOS					*	BODILY INJURY (Per accident)	\$
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
					. :		Tail:	\$
A	X UMBRELLA LIAB X OCCUR	X	X	01SBARH7084	12/31/2021	12/31/2022	EACH OCCURRENCE	\$4,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$4,000,000
	DED X RETENTION \$10000							S
В	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		- 3	01WECTN0648	12/31/2021	12/31/2022	PER OTH-	
	ANY PROPRIETOR/PARTNER/EXECUTIVE N	N/A			-		E.L. EACH ACCIDENT	\$500,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	s500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	s500,000
С	Emp Practice			PHSD1617028	04/01/2021	04/01/2022		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The General Liability policy includes an automatic Additional Insured endorsement that provides Additional
Insured status to the Certificate Holder, only when there is a written contract that requires such status,
and only with regard to work performed on behalf of the named insured.
Business Liability Coverage Form:

SS 00 08 (04-05 Additional Insured when required by written contract

(See Attached Descriptions)

CERTIFICATE HOLDER	CANCELLATION
Erie County Water Authority 295 Main Street, Suite 350 Buffalo, NY 14203	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE
	Ruge Derig

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## STATE OF NEW YORK WORKERS' COMPENSATION BOARD

### CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name and address of Insured (Use street address only)	1b. Business Telephone Number of Insured
Healthworks WNY LLP	716-712-0670
2075 Sheridan Drive	1c. NYS Unemployment Insurance Employer Registration Number of Insured
	Number of Insured
Attn: Phillip Woeppel	
Kenmore NY 14223	
	ld. Federal Employer Identification Number of Insured Or
Work I ocation of Inguinad (Out to many in 1 if	Social Security Number
Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e. a Wrap-Up Policy)	161614035
Name and Address of the Entity Requesting Proof of Coverage	2-11-07
(Entity Being Listed as the Certificate Holder)	3a. Name of Insurance Carrier The Hartford
	The final bold
	3b. Policy Number of entity listed in box "1a":
Erie County Water Authority	01WECTN0648
295 Main Street, Suite 350	0111201110040
Buffalo NY 14203	
	3c. Policy effective period:
	12/31/2021 to 12/31/2022
	3d. The Proprietor, Partners or Executive Officers are:
	included. (Only check box if all partners/officers included)
	all excluded or certain partners/officers excluded.
This certifies that the insurance carrier indicated above in b	OX "3" insures the referenced above in box "1a" for workers!
compensation under the New York State Workers' Compensation La	ox "3" insures the referenced above in box "Ia" for workers' w. (To use this form, New York (NY) must be listed under Itam 3.4.
compensation under the New York State Workers' Compensation Later the INFORMATION PAGE of the workers' compensation insur-	ox "3" insures the referenced above in box "1a" for workers' w. (To use this form, New York (NY) must be listed under Item 3A ance policy). The insurance Carrier or its licensed agent will send
This certifies that the insurance carrier indicated above in becompensation under the New York State Workers' Compensation Law on the INFORMATION PAGE of the workers' compensation insurables Certificate of Insurance to the entity listed above as the certificate hole.	ox "3" insures the referenced above in box "1a" for workers' w. (To use this form, New York (NY) must be listed under Item 3A ance policy). The insurance Carrier or its licensed agent will send
on the INFORMATION PAGE of the workers' compensation La- bin the INFORMATION PAGE of the workers' compensation insur- his Certificate of Insurance to the entity listed above as the certificate hole	ox "3" insures the referenced above in box "1a" for workers' w. (To use this form, New York (NY) must be listed under Item 3A ance policy). The insurance Carrier or its licensed agent will send lder in box "2".
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## CERTIFICATE OF INSURANCE COVERAGE NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be	completed by NYS disal	oility and Paid Family L	eave benefits carrier or lice	nsed insurar	ice agent of tha	at carrie
1a. Legal Name HEALTHWORK	& Address of Insured (use stre	eet address only)	1b. Business Telephone Number 716-712-0670			:
2075 SHERID BUFFALO, NY	AN DRIVE 14223					
Work Location of certain locations in	f Insured (Only required if covera New York State, I.e., Wrap-Up Pol	ge is specifically limited to licy)	1c. Federal Employer Identifical or Social Security Number 161614035	tion Number of	Insured	
2. Name and Add (Entity Being L	dress of Entity Requesting Pro Listed as the Certificate Holder	of of Coverage	3a. Name of Insurance Carrier			
WILLIAM DE SATE OF THE STATE OF THE SAME O	Nater Authority		ShelterPoint Life Insur	ance Company	У	
295 Main Stre	- Contract of Cont		3b. Policy Number of Entity List	ed in Box "1a"		
Buffalo, NY 14			DBL289375			
			3c. Policy effective period			
			01/01/2021	to	12/31/2022	
5. Policy covers:  A. All of the B. Only t	the employer's employees elig the following class or classes o	uthorized representative or Leave Benefits insurance co	y and Paid Family Leave Benefits licensed agent of the Insurance capverage as described above.  carrier's authorized representative or NYS lichard White, Chief Exe	arrier referenced	e Agent of that insuranc	
	If Box 4B, 4C or 5B is chec Disability and Paid Family I	of that carrier, this certific sked, this certificate is NC Leave Benefits Law. It m	gned by the insurance carrier's cate is COMPLETE. Mail it direct COMPLETE for purposes of ust be emailed to PAU@wcb.rlans Acceptance Unit, PO Box	of Section 220	rtificate holder, , Subd. 8 of the N	NYS
			ion Board (Only if Box 4B, 4C			
According to int	formation maintained by the	State of Workers' Compensive NYS Workers' NYS	New York pensation Board sation Board, the above-name Workers' Compensation Law	ed employer h	as complied with	the ployees.
Date Signed		By		. 5-1		
_ sio oignou	The same of the sa		Signature of Authorized NYS Workers' Con	npensation Board E	imployee)	
Telephone Numb	per	Name and Title				
Planes Nata: On	lly incurance carriers licensed					

Please Note: Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.

DB-120.1 (12-21)



# ECWA PROJECT No. 202200063 HEALTH SERVICES AND DRUG SCREENING REQUEST FOR PROPOSAL

## ITEM 5

**SERVICES** 

#### **SERVICES**

SERVICE	¹CHARGE
1. PRE-EMPLOYMENT PHYSICALS	
Pre-Employment Physical Examination, including:	
Physical Exam	\$73
Medical and Work History	Included
Vital Signs	Included
Visual Acuity Test	Included
Urine Dipstick	Included
Audiometry	\$31
Physical Agility Test, as needed	\$120
2. EVALUATION FOR RESPIRATOR CLEARANCE (29 CFR1910.134)	
Respirator Clearance Examination, including:	
Respirator Clearance Exam	\$86
Medical and Work History	Included
Vital Signs	Included
Visual Acuity Test	Included
Urine Dipstick	Included
OSHA Respirator Medical Evaluation Questionnaire	Included
<sup>2</sup> Quantitative Respirator Fit Testing (pre-employment and annually)	\$54
Spirometry, as needed	\$55
<ul> <li>Single View Chest X-ray, as needed</li> </ul>	\$79
3. ASBESTOS EVALUATION (29 CFR1910.1001)	
Asbestos Examination (including pre-employment, annual and exit):	
Asbestos Exam	\$100
Medical and Work History	Included
Vital Signs	Included
Visual Acuity Test	Included
Urine Dipstick	Included
<sup>3</sup> OSHA Asbestos questionnaire (Part 1: Pre-employment)	Included
<sup>3</sup> OSHA Asbestos questionnaire (Part 2: Annually)	Included
Spirometry	\$55
Single View Chest X-ray	\$79
<ul> <li>X-ray Interpretation by a classified B-Reader, and performed at the intervals defined in 29 CFR1910.1001(I)(3)(ii)</li> </ul>	\$111

Quantitative Respirator Fit Testing (pre-employment and annually)	\$54
4. INDEPENDENT MEDICAL EVALUATIONS (IME)	
Our providers review IME reports regularly. However, as far as preparation is concerned, IME's are most often prepared by medical specialists (i.e., neurologists, orthopedists, physiatrists, surgeons, etc.) who are viewed as subject matter experts within their specialty. Primary care physicians, including occupational medicine, typically take more of a downstream role under such circumstances. As the name implies, the whole point with independent medical evaluations is to have them performed "independent" from any original and/or ongoing treatments and treatment plans; which implies independent from the employer, and hence any employer/vendor relationships, which can include the company's medical doctor. For this reason, we can and do provide IME recommendations to various partnering medical specialists, as needed within the scope of our practice.	N/C
5. RETURN TO WORK EXAMS	
The time required for performing return to work or fitness for duty exams will vary depending on the complexity of the employee's condition and the complexity and length of time of the treatment plan. As such, the charge for return to work exams can range from \$79 for less complex cases up to and including \$250 for more complex cases.	\$79 - \$250
6. OTHER SERVICES	STATE OF STREET
<ul> <li><sup>4</sup>Non-Life-Threatening Work-Related Injury Care &amp; Treatment</li> </ul>	\$110.09 - \$196.62
<ul> <li><sup>4</sup>Work-Related Injury Follow up Visit</li> </ul>	\$67.78 - \$122.94
<ul> <li>Audiometry</li> </ul>	\$31
Blood Chemistry, including:	
Basic Metabolic Panel	\$28
<ul> <li>Comprehensive Metabolic Panel</li> </ul>	\$40
Urinalysis	\$18
CBC w/Differential	\$19
1 L C LV	\$220
<ul> <li>Lumbar-Sacral X-ray</li> </ul>	
<ul> <li>Lumbar-Sacral X-ray</li> <li>Standalone Visual Acuity Test</li> </ul>	\$17
<ul> <li>Standalone Visual Acuity Test</li> <li>DRUG SCREENING SERVICES</li> </ul>	\$17
<ul> <li>Standalone Visual Acuity Test</li> <li>DRUG SCREENING SERVICES</li> <li>HealthWorks can and will comply with all water authority drug screening requirements defined in items 7.a through 7.e. However, it is important to note that Federal DOT regulations do not currently recognize/permit hair-based drug screen testing. Hence, compliance with requirement</li> </ul>	\$17
Standalone Visual Acuity Test	\$17
<ul> <li>Standalone Visual Acuity Test</li> <li>7. DRUG SCREENING SERVICES</li> <li>HealthWorks can and will comply with all water authority drug screening requirements defined in items 7.a through 7.e. However, it is important to note that Federal DOT regulations do not currently recognize/permit hair-based drug screen testing. Hence, compliance with requirement 7.a.i cannot be achieved at this time.</li> </ul>	
<ul> <li>Standalone Visual Acuity Test</li> <li>DRUG SCREENING SERVICES</li> <li>HealthWorks can and will comply with all water authority drug screening requirements defined in items 7.a through 7.e. However, it is important to note that Federal DOT regulations do not currently recognize/permit hair-based drug screen testing. Hence, compliance with requirement 7.a.i cannot be achieved at this time.</li> <li>5 Panel Hair Drug Screen Testing</li> </ul>	\$102

<ul> <li>Laboratory Confirmation Test for "non-negative" INSTANT drug screen results only</li> </ul>	\$47
<ul> <li>24/7 After-Hours Drug Screen Testing for reasonable suspicion or</li> </ul>	
post-accident incidents when performed:  o In-Clinic (plus the charge for the drug screen test)	\$225
On-Site (plus the charge for the drug screen test)	\$275
Holidays (plus the charge for the drug screen test)	\$375
On-Site Testing can be coordinated through HealthWorks On-Site Services Division	
8. BREATH ALCOHOL TESTING	
HealthWorks can and will comply with all water authority breath alcohol testing requirements defined in items 8.a through 8.f.	
DOT and Non-DOT Breath Alcohol Test	\$36
DOT and Non-DOT Confirmation Breath Alcohol Test	\$36
<ul> <li>24/7 After-Hours Breath Alcohol Testing for reasonable suspicion or post-accident incidents when performed:</li> </ul>	
In-Clinic (plus the charge for the breath alcohol test)	\$225
On-Site (plus the charge for the breath alcohol test)	\$275
Holidays (plus the charge for the breath alcohol test)	\$375
On-Site Testing can be coordinated through HealthWorks On-Site Services Division	
9. DEVELOPMENT AND MAINTENANCE OF A DATABASE FOR RANDON ALCOHOL SELECTION/TESTING	DRUG AND
HealthWorks can and will comply with all water authority random testing	
program requirements defined in items 9.a through 9.e.	
Random Testing Program Annual Maintenance Fee	\$750

#### Remarks:

¹The above proposed charges will remain in effect for the first three years of the contract. However, charges for the two additional one-year renewal terms will be revisited with the Water Authority 90 days prior to the contract renewal date. If the past two years have taught us anything it's that long-term forecasting can be next to impossible to perform. Who could have predicted that operating costs across almost all sectors of business would have increased due to the use of PPE, respirator masks, face shields, gloves, filtration systems, enhanced cleaning and sterilization, supply shortages, and higher wages to simply attract and/or retain employees. The costs of doing business have also soared in the face of record setting increases in inflation. I submit that it would be far more prudent to revisit pricing for the renewal periods at the conclusion of the initial three years of the proposed contract.

<sup>2</sup>Administration of the OSHA Respirator Medical Evaluation Questionnaire as part of a respirator clearance exam carries no charge. However, a standalone OSHA Respirator Medical Evaluation Questionnaire carries a charge of \$20.

<sup>3</sup>Administration of Part 1/Part 2 of the OSHA Asbestos Questionnaire as part of an asbestos exam carries no charge. However, administration of a standalone Part 1/Part 2 Asbestos Questionnaire carries a charge of \$20.

<sup>4</sup>The rates associated with work related injury care and/or treatment are not established by HealthWorks, but rather by the New York State Workers Compensation Board. Furthermore, the above rates are presented as a range because they are now based on the complexity and type of office visit, as well as the duration of time required to complete the required treatment procedure(s).

## **APPENDIX B**

#### **INSURANCE REQUIREMENTS**

#### Request for Proposals – Health Services and Drug Screening Project No. 202200063

#### Insurance specs:

The following minimum insurance requirements shall apply to vendors providing services to the Erie County Water Authority (the Authority). If a service or project, in the opinion of the Authority, represents an unusual or exceptional risk, the Authority may establish additional insurance requirements for that service or project. All insurance required herein shall be obtained at the sole cost and expense of the contractor, including deductibles and self-insured retentions, and shall be in full force and effect on the contract commencement date and for the lifetime use of vendors "Product" and/or applicable statute of limitation. These requirements include but are not limited to the minimum insurance requirements.

#### Insurance Requirements:

#### a. Workers Compensation:

Part 1: Workers Compensation: Statutory Part 2: Employers Liability: \$1,000,000.

Note: If New York State domiciled employees are used, coverage to be New York Statutory for both Parts 1 and 2

b. **New York Disability Benefits Liability:** Statutory coverage if New York State domiciled employees are used.

#### c. Commercial General Liability:

- \$2,000,000. General Aggregate
- \$2,000,000. Products/Completed Operations Aggregate
- \$1,000,000. Each Occurrence
- \$1,000,000. Personal Injury/Advertising Liability
- · Per Project/Job Aggregate Limit Required
- Erie County Water Authority to be scheduled as an Additional Insured for both ongoing and completed operations (attach Additional Insured endorsement to Certificate of Insurance)
- Insurance to be primary and non-contributory

#### d. Automobile Liability:

- \$1,000,000. Each Accident
- · Erie County Water Authority to be scheduled as an Additional Insured.

#### e. Umbrella Liability:

- \$5,000,000. Each Occurrence
- \$5,000,000. Aggregate
- Per Project/Job Aggregate Limit Required
- · Erie County Water Authority to be scheduled as an Additional Insured

#### f. Medical Professional Liability/Errors & Omissions:

\$1,000,000. Per Claim

\$3,000,000. Aggregate

Certificates of Insurance to be provided to the Authority prior to start of work as follows:

ACORD 25 including copy of Additional Insured Endorsement

**Note**: If coverage provided for NYS domiciled employees require Forms C 105.2 and DB 120.1 for Workers Compensation and NYS DBL.

Certificates of Insurance, on forms approved by the New York State Department of Insurance, must be submitted to the Authority prior to the award of contract. Renewals of Certificates of Insurance, on forms approved by the New York State Department of Insurance, must be received by the Authority 30 days prior to the expiration of the insurance policy period.

Certificates of Insurance and renewals, on forms approved by the New York State Department of Insurance, must be submitted to the Authority prior to the award of contract. Each insurance carrier issuing a Certificate of Insurance shall be rated by A. M. Best no lower than "A-" with a Financial Strength Code (FSC) of at least VII. The professional service provider shall name the Authority, its officers, agents and employees as additional insured on a Primary and Non-Contributory Basis, including a Waiver of Subrogation endorsement (form CG 20 26 11 85 or equivalent), on all applicable liability policies. Any liability coverage on a "claims made" basis should be designated as such on the Certificate of Insurance. Such insurance shall continue through the term of this Agreement and vendor shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Acts Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that vendor has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows.

To avoid confusion with similar insurance company names and to properly identify the insurance company, please make sure that the insurer's National Association of Insurance Commissioners (N.A.I.C.) identifying number or A. M. Best identifying number appears on the Certificate of Insurance. Also, at the top of the Certificate of Insurance, please list the project number.

Acceptance of a Certificate of Insurance and/or approval by the Authority shall not be construed to relieve the outside vendor of any obligations, responsibilities, or liabilities.

Certificates of Insurance should be e-mailed to <a href="mmusarra@ecwa.org">mmusarra@ecwa.org</a> or mailed to Ms. Molly Jo Musarra, Claim Representative/Risk Manager Erie County Water Authority, 295 Main Street – Room 350, Buffalo, New York 14203-2494, or If you have any questions you can contact Ms. Musarra by e-mail or phone (716) 849-8465.