



ERIE COUNTY WATER AUTHORITY INTEROFFICE MEMORANDUM

TO: Jerome D. Schad, Chair
Peggy A. LaGree, Vice Chair
Michele M. Iannello, Treasurer

FROM: Jennifer Hibit, Secretary to the Authority

DATE: January 26, 2026

SUBJECT: Amendment No. 2 to Professional Services Agreement with HealthWorks-WNY, LLP

On June 16, 2022, the Board authorized the execution of a Professional Services Agreement with HealthWorks-WNY, LLP for comprehensive occupation health services (the "Agreement"). The Agreement has a term of three years with an option to extend for two additional one-year terms. On February 20, 2025, the parties agreed to the first one-year extension which will expire on April 30, 2026. Attached you will find a letter dated January 12, 2026 from HealthWorks-WNY, LLP requesting the Authority exercise the second one-year extension with the same terms and conditions.

In my role as primary contact with the firm, I can confirm the high standard of work that HealthWorks-WNY, LLP has delivered to the Authority. They have consistently demonstrated a strong partnership with the Authority and have been willing to collaborate on various issues as they arise. Therefore, I am recommending an amendment to extend the current Agreement for an additional year, maintaining the same terms and conditions.

A resolution to approve the amendment has been included for your consideration at the February 12, 2026 Board Meeting.

Thank you.

JH:alh

Budget Information:

- Unit 8010
- GL 401000
- Primary 920259



HealthWorks-WNY

2075 Sheridan Dr
Kenmore, NY 14223
(716) 712-0670

<https://www.healthworkswny.com/>

January 12, 2026

Amy Hassett
Erie County Water Authority
295 Main Street, Room 350
Buffalo, New York 14203

Dear Amy,

I hope you are doing well! HealthWorks-WNY sincerely values the long-standing partnership we have shared with the Erie County Water Authority since the beginning of our agreement on May 1, 2022. We appreciate the opportunity to continue supporting the health and well-being of your employees.

As the current extension period concludes on April 30, 2026, we would like to formally request to exercise the second optional one-year extension outlined in our agreement. This extension would run from May 1, 2026, through April 30, 2027.

We propose to continue all services under the same terms, conditions, and pricing as the current agreement. Our goal is to ensure continuity and consistency in the services provided, while maintaining the high level of quality and responsiveness your organization has come to expect.

Please let us know if there is any additional information or documentation needed to move forward with this extension. We are happy to assist and coordinate as needed to ensure a seamless continuation of services.

Thank you for your consideration. We look forward to continuing our partnership with the Erie County Water Authority!

Sincerely,
Dylan Zutell
Director of Marketing
HealthWorks-WNY
Tel: 716-345-4420
Email: dzutell@healthworkswny.com

A handwritten signature in black ink, appearing to read "D. Zutell".

**ERIE COUNTY WATER AUTHORITY
AUTHORIZATION FORM
For Approval/Execution of Board Meeting Documents**

Document Name: _____ **Project No.:** _____

Description: _____

Item Description:

Choose one: _____

Other: _____

Action Requested:

Choose one _____

Other: _____

Approvals Required:

APPROVED AS TO CONTENT:

Chief Financial Officer



Date: 01/26/2026

Chief Operating Officer



Date: 01/26/2026

Claims Rep. – Risk Manager



Date: 1/26/2026

Comptroller



Date: _____

Director of Administration

Date: 02/02/2026

Director of Distribution

Date: _____

Director of Human Resources



Date: 1-27-2026

Director of IT

Date: _____

Director of Operations

Date: _____

Director of Planning & Water Supply

Date: _____

Director of Production

Date: _____

Director of Water Quality

Date: _____

Executive Engineer

Date: _____

General Counsel (Legal)



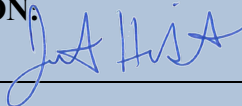
Date: 2-3-2026

Other: _____

Date: _____

APPROVED FOR BOARD RESOLUTION:

Secretary to the Authority



Date: 2/3/2026

Remarks: _____

Resolution Date: _____ Item No: _____

**AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT
FOR COMPREHENSIVE OCCUPATIONAL HEALTH SERVICES**

AMENDMENT, effective February 12, 2026, to the Professional Services Agreement, effective June 16, 2022, 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 “Consultant.”

WHEREAS, on June 16, 2022, the Authority awarded HealthWorks-WNY, L.L.P. a professional services agreement for comprehensive occupational health services (the “Contract”) for a three-year term, beginning May 1, 2022; and

WHEREAS, the Contract provides for services to be provided to the Authority, as described in the Contract, from May 1, 2022 through April 30, 2025; and

WHEREAS, in accordance with Article 5, Paragraph 5.01 of the Contract, the parties may agree in writing to extend the term of the Contract for two additional one (1) year terms, at the sole discretion of the Authority, upon mutually agreed on terms and conditions; and

WHEREAS, on February 20, 2025, the parties agreed to the first one-year extension of the Contract, at the same terms and conditions of the Contract, with the exception of pricing which was amended at that time; and

WHEREAS, the Consultant has requested a one-year extension under the same terms and conditions as the amended Contract; and

WHEREAS, in accordance with Article 3, Paragraph 3.06 of the Contract, the Consultant agrees to provide Certificates of Insurance certifying required coverage; and

WHEREAS, in accordance with Article 3, Paragraph 3.02 of the Contract, any modification or variation from the terms of the Contract must be in writing, authorized by a resolution of the Board of Commissioners of the Authority (the “Board”), and signed by all parties; and

WHEREAS, the Secretary to the Authority has reviewed the request to extend the contract under the same terms as the amended contract and recommends extending the contract; and

WHEREAS, the parties wish to extend the Contract for a one-year period from May 1, 2026 through April 30, 2027.

NOW, THEREFORE, in consideration of mutual promises herein set forth, the parties agree to the following:

(1) All terms and conditions of the agreement shall continue in effect until April 30, 2027, including pricing, as set forth in Appendix A to this Amendment No. 2 for reference; and

(2) Proof of insurance as described in Paragraph 3.06 of the Contract will be provided within thirty (30) days of the execution of this Amendment; and

(3) This Amendment may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

IN WITNESS WHERETO, the parties hereto have caused this Amendment No. 2 to be signed by their respective duly constituted officers, attested and sealed pursuant to proper authority.

ERIE COUNTY WATER AUTHORITY

By _____
Jerome D. Schad, Chair

HEALTHWORKS-WNY, L.L.P.

By _____
Mark Costanza, M.D., Partner

STATE OF NEW YORK)
COUNTY OF ERIE) ss:

On the ____ day of February, in the year 2026, before me personally came Jerome D. Schad, to me known, who, being by me duly sworn, did depose and say that he resides in the 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 he signed his name thereto by the authorization of the Board of Commissioners for the Erie County Water Authority.

Notary Public

STATE OF NEW YORK)
COUNTY OF ERIE) ss:

On the ____ day of _____, in the year 2026, before me personally came Mark Costanza, M.D., personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed within the instrument and acknowledged to me 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 name thereto as authorized by the limited liability partnership covenants.

Notary Public

APPENDIX A

PRICING FOR MAY 1, 2026 THROUGH APRIL 30, 2027

SERVICES

SERVICE	¹ CHARGE
1. PRE-EMPLOYMENT PHYSICALS	
Pre-Employment Physical Examination, including:	
• Physical Exam	\$79
• Medical and Work History	Included
• Vital Signs	Included
• Visual Acuity Test	Included
• Urine Dipstick	Included
• Audiometry	\$33
• Physical Agility Test, as needed	\$130
2. EVALUATION FOR RESPIRATOR CLEARANCE (29 CFR1910.134)	
Respirator Clearance Examination, including:	
• Respirator Clearance Exam	\$90
• Medical and Work History	Included
• Vital Signs	Included
• Visual Acuity Test	Included
• Urine Dipstick	Included
• OSHA Respirator Medical Evaluation Questionnaire	Included with Physical
• OSHA Respirator Medical Evaluation Questionnaire (Standalone/ Without a Physical)	\$21
• ² Quantitative Respirator Fit Testing (pre-employment and annually)	\$55
• Spirometry, as needed	\$59
• Single View Chest X-ray, as needed	\$87
3. ASBESTOS EVALUATION (29 CFR1910.1001)	
Asbestos Examination (including pre-employment, annual and exit):	
• Asbestos Exam	\$109
• Medical and Work History	Included
• Vital Signs	Included
• Visual Acuity Test	Included
• Urine Dipstick	Included
• ³ OSHA Asbestos questionnaire (Part 1: Pre-employment)	Included with physical
• ³ OSHA Asbestos questionnaire (Part 2: Annually)	Included with physical

• Spirometry	\$59
• Single View Chest X-ray	\$87
• X-ray Interpretation by a classified B-Reader, and performed at the intervals defined in 29 CFR1910.1001(l)(3)(ii)	\$115
• Quantitative Respirator Fit Testing (pre-employment and annually)	\$55
4. 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 \$95 for less complex cases up to and including \$250 for more complex cases.	\$95 - \$250
5. OTHER SERVICES	
• ⁴ Non-Life-Threatening Work-Related Injury Care & Treatment	\$110.09 - \$196.62
• ⁴ Work-Related Injury Follow up Visit	\$67.78 - \$122.94
• Audiometry	\$33
• Blood Chemistry, including:	
○ Basic Metabolic Panel	\$30
○ Comprehensive Metabolic Panel	\$43
• Urinalysis	\$19
• CBC w/Differential	\$21
• Lumbar-Sacral X-ray	\$220
• Standalone Visual Acuity Test	\$19
6. DRUG SCREENING SERVICES	
HealthWorks can and will comply with all water authority drug screening requirements. However, it is important to note that Federal DOT regulations do not currently recognize/permit hair-based drug screen testing.	
• 5 Panel Hair Drug Screen Testing	\$105
• 5 Panel DOT Drug Screen Testing	\$67
• 5 Panel Non-DOT Drug Screen Testing	\$63
• 5 Panel INSTANT Drug Screen Test – Post Accident Incidents	\$47
• Laboratory Confirmation Test for “non-negative” INSTANT drug screen results only	\$50
• 24/7 After-Hours Drug Screen Testing for reasonable suspicion or post-accident incidents when performed:	
○ In-Clinic (<i>plus</i> the charge for the drug screen test)	\$250
○ On-Site (<i>plus</i> the charge for the drug screen test)	\$300
○ Holidays (<i>plus</i> the charge for the drug screen test)	\$400
• On-Site Testing can be coordinated through HealthWorks On-Site Services Division	
7. BREATH ALCOHOL TESTING	

HealthWorks can and will comply with all water authority breath alcohol testing requirements.	
• DOT and Non-DOT Breath Alcohol Test	\$38
• DOT and Non-DOT Confirmation Breath Alcohol Test	\$38
• 24/7 After-Hours Breath Alcohol Testing for reasonable suspicion or post-accident incidents when performed:	
○ In-Clinic (<i>plus</i> the charge for the breath alcohol test)	\$250
○ On-Site (<i>plus</i> the charge for the breath alcohol test)	\$300
○ Holidays (<i>plus</i> the charge for the breath alcohol test)	\$400
• On-Site Testing can be coordinated through HealthWorks On-Site Services Division	
8. DEVELOPMENT AND MAINTENANCE OF A DATABASE FOR RANDOM DRUG AND ALCOHOL SELECTION/TESTING	
HealthWorks can and will comply with all water authority random testing program requirements.	
• Random Testing Program Annual Maintenance Fee	\$800

Remarks:

¹Administration 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 \$21.

²Administration 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 \$21.

³The 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).