

# HEALTH MANAGEMENT ASSOCIATES

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May 29, 2024

Ethan Wahl  
Yonkers Gardens, LLC  
115 South Broadway,  
Yonkers, NY 10701

Re: New York State Certificate of Need Health Equity Impact Assessment for Yonkers Gardens, LLC

Dear Mr. Wahl:

On behalf of Health Management Associates, Inc. (HMA), thank you for the opportunity to submit our proposal to conduct the health equity impact assessment (HEIA), as required for your certificate of need (CON) application to the New York State Department of Health. HMA brings expertise in community engagement, health equity, and anti-racism in the healthcare sector, including an understanding of the systems, communities, providers, and regulators in New York state's healthcare delivery system. We stand ready to conduct an independent HEIA for your proposed project, the relocation of an adult day health care facility in Yonkers, New York.

HMA will work with Yonkers Gardens toward your goal of completing the HEIA and required stakeholder engagement as quickly as possible.

As a follow-up to our discussion, we propose the following Letter Agreement.

## SCOPE OF SERVICES

HMA will provide the following services as requested:

### CORE SERVICES

- HEIA project scope and design
  - » Scope the HEIA process, determining stakeholder input needs, and review data provided by Yonkers Gardens as required for HEIA development
- Gather required information and complete data tables
  - » Notify and engage stakeholders to identify and collect needed data
  - » Conduct up to eight key informant interviews and one community stakeholder meeting or focus group that will include local consumers and/or local consumers' representatives
- HEIA development
  - » Conduct analysis and summarize data and stakeholder input to determine equity impacts and develop the mitigation and monitoring plans
- Complete HEIA template for Yonkers Gardens to submit to the New York State Department of Health. HMA's independent assessment of health equity impacts of the proposed project is not subject to client edit

- Yonkers Gardens agrees to provide the following support services described below:
  - » Assign project lead who understands scope of services and will serve as lead in co-development of health equity impact mitigation plan and monitoring plan
  - » Provide all necessary data in a workable format and applicable to the project
  - » Respond timely to HMA requests and make available resources and meeting space as requested
  - » Provide existing records of data on community and population demographics and qualitative feedback received to date

## DELIVERABLES

Pursuant to the Scope of Services discussed above, we will provide the following deliverables:

Deliverable		Description
<b>1.</b>	Project Plan and Timeline	<ul style="list-style-type: none"> <li>■ Develop overall plan for the project and timeline with interim and final deliverable dates</li> </ul>
<b>2.</b>	HEIA Data Tables and/or Scoping Workbook	<ul style="list-style-type: none"> <li>■ Complete the HEIA scoping data tables workbook</li> <li>■ Develop list of data sources and references used to conduct the HEIA and populate required documents</li> </ul>
<b>3.</b>	HEIA Environmental Scan and Stakeholder Engagement	<ul style="list-style-type: none"> <li>■ Scan and analyze data on project’s geographic region and population to determine potential impacts; conduct one community stakeholder meeting and/or consumer focus group and up to eight key informant interviews</li> </ul>
<b>4.</b>	Health Equity Impact Mitigation Plan	<ul style="list-style-type: none"> <li>■ Develop mitigation plan recommendations</li> </ul>
<b>5.</b>	Health Equity Monitoring Plan	<ul style="list-style-type: none"> <li>■ Develop monitoring plan responsive to CON HEIA requirements</li> </ul>
<b>6.</b>	HEIA Assessment Template	<ul style="list-style-type: none"> <li>■ Summarize assessment and insights, and complete the HEIA on New York state designed template, which Yonkers Gardens will disseminate per New York State Department of Health requirements</li> </ul>

## STAFFING

Kristina Ramos-Callan will serve as the project manager and will ensure timely completion of deliverables, coordinate team activities, and provide consistent communication with Yonkers Gardens. Nora Carreras, Cara Peterson, and Alex Waddell will be the primary staff on this project. Additional HMA staff will provide services for the project as appropriate.

Short biographies for the individuals who will work on this project, along with an overview of HMA, are provided at the end of this letter.

## TERM OF AGREEMENT

This Agreement will begin on February 12, 2024, and shall continue in effect until September 30, 2024, unless terminated earlier by either party giving the other party thirty (30) days written notice of termination. If this Agreement is terminated by a party's written notice of termination, you agree to compensate HMA for all services rendered prior to HMA's actual knowledge of termination and for all out-of-pocket expenses incurred to date. The staffing arrangements and the scope of work stated in this letter apply to this project only.

## PROJECT FEES

The services described above will be provided on time-and-materials basis. In addition, all out-of-pocket expenses will be reimbursed. Professional hourly rates and travel time will be billed as indicated in the table below. We will establish a limited on professional fees and travel time of \$32,000, excluding expenses. Project fees will not be incurred beyond this amount without your prior approval and a written amendment to this agreement signed by both parties. Finally, we will submit invoices monthly for services provided in the previous month. These invoices will be payable upon receipt.

Title	2024 Professional Hourly Rates	2024 Travel Time Rates
Physician Principal	\$610	\$305
Managing Principal/Director	\$535	\$270
Principal	\$520	\$260
Associate Principal	\$470	\$235
Senior Consultant	\$425	\$215
Consultant	\$290	\$145
Research Associate	\$220	\$110
Administrative, Clerical, and Support Staff	\$120	N/A

HMA billing rates increase on January 1 of each calendar year unless agreed otherwise in writing.

## CONFIDENTIALITY, NON-DISCLOSURE, CONFLICTS, AND GENERAL TERMS

HMA often serves multiple clients within a certain industry or market, including those with potentially opposing interests, and HMA's relationship with you will not be an exclusive relationship. Accordingly, HMA may have served, may currently be serving, or may in the future serve, other companies whose interests may be adverse to yours. In all such situations, HMA is committed to maintaining the confidentiality of each client's information, and ensuring that your interests, proprietary and otherwise, are protected. To that end, HMA strictly adheres to our Policy and Guidelines Related to Conflicts of Interest and Proprietary Information which contain nondisclosure procedures (such as firewall protocols and other safeguards) for the purpose of maintaining each client's confidential information and ensuring that your interests are protected.

We understand you will release a final report and attribute some or all contents to HMA. As such, we require an opportunity to review the report before it is released, posted, or otherwise made publicly available, to confirm our agreement with the content attributed to HMA. HMA will transmit a statement

of agreement to you following our review and you may subsequently publish or distribute the report as you see fit.

HMA will use commercially reasonable efforts to meet the requirements and deadlines for such support set forth in this Agreement; however, HMA does not guarantee successful application or a particular result from its support. Nothing contained in this Agreement or the provision of services is or will be a guarantee or warranty of a successful application outcome or a particular result from HMA's support. You shall bear all risks associated with the production, accuracy, quality, completeness, and timely submission of the final product.

Both parties acknowledge that, in the course of performing work under this Agreement, a party may learn of or receive confidential, trade secret, or other proprietary information concerning the other party or third parties to whom the party has an obligation of confidentiality (Confidential Information). Each party agrees to take at least such reasonable precautions to protect the other party's Confidential Information as it takes to protect its own Confidential Information and agrees to not disclose to any third party any Confidential Information belonging to the other party.

All services will be performed by HMA as an independent contractor. This Agreement does not create a relationship between the parties of employment, joint venture, or agency. You agree that, for a period of two (2) years from the date of termination of this Agreement, neither you nor any of your representatives will entice away, solicit for employment, or employ any current or former employee of HMA without the express written consent of HMA. With prior notice, HMA may change the staff assigned to provide the Consulting Services with staff of equal abilities and qualifications. HMA may enter into subcontractor agreements for the performance of the services. The parties agree that neither party will be liable to the other for consequential, punitive, special, incidental, and exemplary loss, damage or expenses. These General Terms will survive any termination of this Letter Agreement.

This Letter Agreement will constitute the entire agreement between HMA and Yonkers Gardens LLC related to the project described above. We are happy to discuss the proposed services with you, the format and terms of the Letter Agreement, or provide any additional information you may require. The proposed services, staffing arrangements, and this Letter Agreement are valid for sixty days from the date of HMA's signature, after which the project fees and staff availability may be subject to change.

If this Letter Agreement is acceptable to you, please sign and return to HMA's contracts director, Jeff DeVries, via email, fax, or mail to the following address:

Jeff DeVries  
Health Management Associates  
120 N. Washington Square, Suite 705  
Lansing, MI 48933  
contracts@healthmanagement.com  
517-482-0920 (fax)

Questions can be directed to me at 646-590-0230 or kramoscallany@healthmanagement.com.

Sincerely,



Kristina Ramos-Callan  
Senior Consultant  
(Signature page follows)

Approved by:



Kelly Johnson, Chief Administrative Officer  
Health Management Associates, Inc.

May 29, 2024

Date



Yonkers Gardens, LLC

Solomon Klein  
Authorized Representative

May 31, 2023

Date

Please complete for invoicing purposes:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Receive invoices via e-mail

## STAFF EXPERIENCE



### **Nora Carreras, MPA, Associate Principal**

Nora Carreras is a proven leader and team builder with expertise in social determinants of health and nonprofit management. She has broad experience in cross-cultural management, community and government relations, program development, and program evaluation. She has more than 20 years of experience in the public, academic, private, and nonprofit sectors.

Before joining HMA, she served as special advisor to the secretary in the executive office of the Pennsylvania Department of Human Services. While there, she led large-scale projects for the secretary, including the procurement of a statewide platform to address social determinants of health in collaboration with managed care organizations, providers, nonprofits, local government entities, and other state agencies. As an advisor, Ms. Carreras provided guidance on priority initiatives and topics. Her work also included forming and overseeing several advisory committees of internal and external stakeholders.

Her work with the commonwealth also included serving as a policy analyst and specialist for program offices, including the Office of Medical Assistance Programs and the Office of Mental Health and Substance Abuse Services. She has experience conducting research, developing policy recommendations, and leading executive staff on projects and initiatives.

Ms. Carreras is a seasoned program administrator, budget and grant manager, and coalition builder. Her nonprofit and association work includes serving as chief program officer and planner for the York County Community Progress Council, where she oversaw program operations, budgets, and the administration of the county's Community Action Agency. Her work experience also includes developing and overseeing programs aimed at improving the lives of residents. She has also worked in fund development for the Greater Pennsylvania Chapter of the Alzheimer's Association and the Penn State Hershey Medical Center.

Ms. Carreras earned a master's degree in public administration from the University of Puerto Rico and a bachelor's degree in business administration from Puerto Rico Interamerican University. She is pursuing a doctorate degree in public administration from Pennsylvania State University and holds a certificate from the Fostering Diversity and Inclusion program at Yale University, School of Management.



### **Cara Peterson, Senior Consultant**

A seasoned National Committee for Quality Assurance (NCQA) navigator with deep experience guiding clients through the entire accreditation survey process, Cara Peterson is committed to helping health plans succeed with expertise and empathy.

Before joining HMA, Ms. Peterson spent more than a decade with Dean Health Services Company in progressively advancing roles including quality and accreditation specialist lead. While there, she managed multi-state NCQA programs for commercial and Marketplace clients with a focus on process improvement.

Passionate about quality, efficiency, engagement, and a collaborative approach, she has developed and maintained survey readiness metrics, coordinated pre-survey submissions, and provided training and education to business areas on NCQA standards.

She also has experience preparing for and conducting Healthcare Effectiveness Data and Information Set (HEDIS) medical record reviews including scheduling clinic visits, ordering medical records, and designing trainer and review materials.

Ms. Peterson earned a bachelor's degree in speech communication from Iowa State University.



**Kristina Ramos-Callan, MA, Senior Consultant**

Kristina Ramos-Callan is a systems thinker focused on how healthcare and community organizations work better together. She works to increase health equity, build partnerships, and improve the patient and family experience of care.

Before joining HMA, Ms. Ramos-Callan served as the senior program manager for clinical-community partnerships at United Hospital Fund (UHF), a health policy think tank based in New York City. Her most recent work at UHF focused on health system interventions to address social and structural determinants of health. She co-authored COVID-19 Ripple Effect: The Impact of COVID-19 on Children in New York State, a report that estimated the short- and long-term impact of the COVID-19 pandemic and COVID-related parental deaths on children's health and well-being over the life-course. Ms. Ramos-Callan was also lead author of a framework encouraging the development of health and housing partnerships to address the needs of individuals experiencing homelessness in New York City.

In addition to her interest in social and structural determinants of health, Ms. Ramos-Callan is concerned with health equity and access to care. She has additional experience working on care transitions and family caregiving, and quality and efficiency of care. Prior to UHF, she worked in program development and stewardship for universities and academic medical centers.

Ms. Ramos-Callan earned her master's degree in urban studies from the City University of New York (CUNY) School of Labor and Urban Studies (SLU) and was a 2020 recipient of CUNY SLU's Distinguished Alumni Award. She was also a 2020–2021 We Are All New York Fellow of the Center for Community Leadership at the Jewish Community Relations Council-New York.



**Alex Waddell, Consultant**

Alex Waddell is a health policy and public health professional who served as a consultant for federal, state, and private entities. Mr. Waddell has technical and analytical experience with Medicare, Medicaid, and substance and mental health services. He is skilled in qualitative and quantitative analysis, program implementation and evaluation, and operational technical assistance.

Before joining HMA, Mr. Waddell was a senior behavioral analyst and consultant with IBM Consulting. He provided technical assistance to state Medicaid programs; helped to evaluate and ensure health parity, quality of care, and dissemination of substance use disorder (SUD); and behavioral health treatment best practices across the Children's Health Insurance Program and adult Medicaid services. He conducted onsite surveys of the rights and quality of care of individuals with intellectual and physical disabilities in long-term support services and beneficiaries of home and community-based services.

Mr. Waddell acted as a Healthcare Cost and Utilization Project state liaison for 14 partner states. He directed communications and managed the processing of state inpatient and ambulatory medical claims data for publication. He served as a research analyst for the SUPPORT Act 1003 Technical Assistance Cohort, developing qualitative abstracts, crafting interview protocols, and conducting interviews aimed at cultivating new standards of care for new SUD treatment initiatives across the national cohort.

Mr. Waddell contributed to the writing and analysis of mental health and SUD MarketScan, Medicare, and Medicaid health insurance claims data sets to create the Substance Abuse and Mental Health Services Administration Behavioral Health Spending & Use Accounts 2006—2015 for the SAMHSA's Center for Finance Reform and Innovations.

Mr. Waddell earned a bachelor's degree in health policy and management from the Gillings School of Public Health at the University of North Carolina at Chapel Hill.

## ABOUT HEALTH MANAGEMENT ASSOCIATES

The HMA team including our subsidiaries, is more than 750 consulting colleagues strong and growing, with experience that spans the healthcare industry and stretches across the nation. Dedicated to serving populations who depend on publicly funded services, HMA successfully tackles a wide variety of healthcare issues, working directly with federal, state, and local government agencies, health systems, providers, health plans, foundations, associations, and others to effect change. Our colleagues have held senior level positions in medical and behavioral health provider systems, public health agencies, community-based organizations, state and federal agencies, managed care, and accountable care organizations. We offer a breadth and depth of experience we believe is valuable to our clients in helping them achieve their goals and effect change.

Founded in 1985, HMA is a private, for-profit "C" corporation, incorporated in the State of Michigan in good standing and legally doing business as Health Management Associates, Inc.

## THREE MONTHS FREE ACCESS TO HMA INFORMATION SERVICES

As an HMA consulting client, you may be eligible for a three-month free trial to HMA Information Services (HMAIS), an online, subscription database that provides competitive information on the structure of Medicaid and Medicare by state. For additional information and to activate your free trial, [click here](#).