



February 18, 2025

Gedalia Klein  
Executive Director  
Northern Metropolitan Foundation for Health  
Care 2000 Fountain View Dr.  
Monsey, NY 10952

Re: Health Equity Impact Assessments Letter of Agreement

To whom it may concern,

This Letter of Agreement ("LOA") dated the 18th day of February 2025 between Northern Metropolitan Foundation for Health Care ("NMFHC"), located at 2000 Fountain View Dr., Monsey, NY 10952 and MP CareSolutions, LLC ("MPCS") located at 1120 Pittsford-Victor Road, Pittsford, NY 14534, is intended to memorialize NMFHC's intent to engage MPCS and its affiliates to provide designated Health Equity Impact Assessment Services ("Services") for NMFHC Certificate of Need (CON) to move its Northern Metropolitan Residential and Rehabilitation Facility from 225 Maple Ave, Monsey, NY 10952 to 11 College Ave., Monsey, NY 10952.

The following outlines the terms and conditions of this LOA:

**1. Term, Payment, and Termination**

This LOA shall begin on the date the LOA has been signed by the parties and shall end upon completion of the project unless earlier terminated by either party.

Payment shall be at a rate not to exceed \$200.00 (two hundred dollars and 00/100) per hour for services rendered as defined herein. Service project is estimated at 55 hours with duration of approximately 6 weeks following the project kickoff meeting with NMFHC stakeholder staff.

MPCS shall provide NMFHC with an invoice at the conclusion of this assessment in an agreed upon format for Services performed and payment shall be made by NMFHC to MPCS within thirty (30) days of receipt. If this LOA is terminated prior to delivery of the assessment, NMFHC shall be invoiced for the time spent up to the date of termination.

Termination without Cause: Either party may terminate this LOA at any time. The intent to terminate this LOA must be sent, in writing, to the other party, as outlined in the Notices section below.

## **2. Responsibilities of MPCS**

To independently complete the HEIA assessment (“Project”) in an acceptable manner to meet the requirements for inclusion in the Certification of Need (“CON”) application in a format required by the New York State Department of Health (“NYSDOH”).

Project documents to be completed shall include the following:

1. A quantitative analysis of the service area's demographics and the utilization of the project's services including utilizing multiple data sources, geographic information systems, and statistical analysis.
2. Extensive and meaningful engagements with the affected communities and other stakeholders, employing multiple techniques such as interviews, community forums, focus groups, and surveys. These will occur in the context of local community culture and the history of systemic barriers, building on relationships with active social organizations.
3. Development of proposed modifications and adaptations to the project that creatively address the communities' concerns, insights, and strengths, informed by a knowledge of local health system capabilities, opportunities, and funding sources, leveraging the knowledge and experience of the facility's staff.

MPCS shall also adhere to the standard format of the Health Equity Impact Assessment template issued by the NYSDOH reflecting the following recommended “stepwise” structure:

- Scoping
- Potential Impact
- Mitigation
- Monitoring
- Dissemination

## **3. Responsibilities of NMFHC**

NMFHC shall be responsible for providing MPCS all documentation and requests reasonably required by MPCS to complete the Project within the parameters of NYSDOH requirements. NMFHC and its affiliated staff shall also work cooperatively with MPCS to develop HEIA processes related to completion of the assessment tools.

## **4. Miscellaneous**

In the performance of its obligations hereunder, MP CareSolutions, LLC shall be and shall act at all times as an independent contractor to NMFHC and its affiliates.

- A. This is a non-exclusive agreement and neither party is restricted from entering into agreements comparable to this LOA with any other third parties.
- B. **Hold Harmless/Indemnification:** Each party covenants to hold the other party harmless against; and to indemnify the other party for, all losses, damages, expenses, liabilities and any other costs, including attorney fees, arising out of or incurred in connection with such party's breach or default in performance of this LOA or arising out of the negligence or other unlawful malfeasance or non-feasance by such party or its servants, agents, employees or agencies in relation to this LOA. Each party further covenants to the other that, in the event any claim or demand is asserted against it which may result in indemnification liability to the other, it will give prompt written notice thereof to the other party and will cooperate in the investigation of any such claim and/or the defense of any action arising there from.
- C. **Jurisdiction/Choice of Law:** This LOA shall be governed by the laws of the State of New York.
- D. **Confidentiality:** Each party agrees that all information concerning the other which may be made available to respective personnel during the course of this LOA shall be deemed to be confidential, and such personnel shall not be permitted or required to disclose any such information to any third party without the express written consent of the other party.
- E. **Health Insurance Portability and Accountability Act ("HIPAA"):** Both parties agree to be bound by all current terms and conditions of HIPAA.
- F. This LOA constitutes the entire agreement of the parties hereto, and all previous communications between the parties, whether written or oral, with respect to the subject matter of this contract, are hereby superseded. No amendment, change or modification of this agreement shall be effective unless in writing and signed by the parties hereto.

***REST OF PAGE LEFT BLANK INTENTIONALLY***

If the foregoing is acceptable, please sign where indicated below and return the other to Monroe Plan at:

Monroe Plan for Medical Care, Inc.  
MP CareSolutions, LLC  
1120 Pittsford-Victor Road  
Pittsford, New York 14534  
Attn: Kim Hess, EVP & COO  
E-Mail: [khess@monroeplan.com](mailto:khess@monroeplan.com)

Sincerely yours,

*Kim Hess*

\_\_\_\_\_  
Kim Hess  
EVP & COO  
MP CareSolutions, LLC

2/18/2025

\_\_\_\_\_  
Date

Agreed to by:

  
Northern Metropolitan Foundation for Health Care

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Date

**Remit-to Address**

MP CareSolutions  
1120 Pittsford - Victor Road  
Pittsford, NY 14534  
USA

**Bill-to Address**

Northern Metropolitan  
Foundation for Health Care  
Gedalia Klien  
2000 Fountain View Drive  
Monsey, New York 14534

**Customer No.**

C00151

**Payment Terms**

Net 30 days

<b>No.</b>	<b>Description</b>	<b>Amount</b>
	HEIA: NMFHC Relocation and New Buliding	8,500.00
	Subtotal	8,500.00
	Total Tax	0.00
	<b>Total Due</b>	<b>8,500.00</b>