## MEMORANDUM OF AGREEMENT BETWEEN

Rural Health Redesign Center Organization, Inc (RHRCO), located at 8<sup>th</sup> Floor West Health & Welfare Building, 625 Forster Street, Harrisburg Pennsylvania 17120 in the County of Dauphin AND Ira Davenport Memorial Hospital (IDH) located at 7571 NY-54, Bath, NY 14810

- 1. PURPOSE: The purpose of this Memorandum of Agreement (MOA) is to formalize an agreement between the *Ira Davenport Memorial Hospital (IDMH)* and the *Rural Health Redesign Center Organization (RHRCO)* whereby RHRCO will complete the Health Equity Impact Assessment (HEIA) documentation required by the New York State Department of Health in accordance with the *New York State Public Health Law § 2802-b Health Equity Impact Assessments (HEIA) regulations*, as part of their Certificate of Need (CON) submission in exploring conversion from a Short-Term Acute Care Hospital to a Rural Emergency Hospital (REH) designation.
- 2. **RESPONSIBILITIES OF THE PARTIES:** The following paragraphs identify responsibilities of the organizations involved:
  - a. The RHRCO Responsibilities/Scope of Work
    - (1) RHRCO will research, extract, support and/or conduct meaningful engagements, and summarize the requirements of the noted regulations and provide IDMH with the following documents for submission:
      - a. HEIA Requirement Criteria
      - b. HEIA Conflict-of-Interest
      - c. HEIA Template
      - d. HEIA Data Tables
      - e. HEIA Contract with Independent Entity
      - f. Redacted CON Application \*(IDMH to complete and provide for submission)
    - (2) RHRCO will prepare assessment information in accordance with the prescribed HEIA structure:
      - a. Scoping
      - b. Potential Impact
      - c. Mitigation
      - d. Monitoring
      - e. Dissemination
    - (3) RHRCO will work collaboratively with IDMH to achieve established timelines

- b. IDMH Responsibilities.
  - (1) Support RHRCO with data research and extraction, especially with hospital-specific and local community information
  - (2) Assistance with meaningful engagement sessions and/or stakeholder interviews as necessary
  - (3) Logistic support for scheduling and related needs for meaningful engagement activities
  - (4) Review and validation of data and summary narrative within the HEIA documents
  - (5) Completion of Certificate of Need (CON) documents and other regulatory submissions
  - (6) Work collaboratively with RHRCO team to achieve established timelines
- **3. REMUNERATION:** All work provided by RHRCO on this project is funded through The Rural Emergency Hospital Technical Assistance Center, established through a cooperative agreement between RHRCO, HRSA and CMS.

## 4. TIMELINES

- (1) Project Initiation Date: TBD
- (2) HEIA Report Completion Date: TBD
- (3) CON and HEIA Submission Date: TBD
- **5. DISPUTE RESOLUTION:** In the event of a dispute between the parties, RHRCO and IDMH agree to use their best efforts to resolve that dispute in an informal fashion through consultation and communication, or other forms of non-binding alternative dispute resolution mutually acceptable to the parties.
- 6. IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above. The parties hereto agree that facsimile signatures shall be as effective as originals.

Melatt	10/4/2023
Janice/Walters	Date

Interim Executive Director, Rural Health Redesign Center Organization

John Mallia Date

200, Ira Davenport Memorial Hospital

Interim Chief Financial Officer, Arnot Health, Inc.