



Consulting Services Agreement

Joshua Rose
AVP, Legal Affairs
Long Island Jewish Medical Center
270-5 76th Avenue
New Hyde Park, NY 11040

September 26, 2025

Definition of Parties: This consulting services agreement is made on September 26, 2025, to be executed on an agreed later date, by and between Rebecca Bannon-Heightened Solutions ("Consultant"), LLC, P.O. Box 535, Anaconda MT 59711, and Long Island Jewish Medical Center, 270-5 76th Avenue, New Hyde Park, NY 11040 ("Client").

Purpose of Agreement: Client desires to engage the Consultant, and the Consultant wishes to perform such desired services for the Client, subject to and in accordance with, the terms and conditions of this Agreement.

The parties agree to the following:

1	Services	The Consultant agrees to provide the Client with consulting services as agreed to by the parties.
2	Confidentiality	The parties mutually agree that all aspects of this Agreement and any subsequent communications shall be kept between the parties. Furthermore, the consultant will not release, share, or disseminate any information on the operations, trade secrets, business dealings or any other information deemed confidential by the Client.
3	Professional Fees	Fees for services are billed bi-monthly at \$475 per hour. Travel time from Consultant location to Client location and Client location to Consultant location will be billed at half the standard hourly rate. Other required travel will be billed at the standard hourly rate. There is a minimum of 8 hours charged for all days the consultant is on site.



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4	Expenses	<p>All fees are exclusive of necessary and ordinary travel expenses and miscellaneous expenses specific to client work. Direct expenses may include but are not limited to:</p> <ul style="list-style-type: none">Per diem (\$80/day)AirfareHotelRental car or ground transportationFuel for rental carPersonal vehicle mileage (at current IRS rate)TollsAirport parkingResources, postage, shipping, copying
5	Intellectual Property	<p>a. Consultant Intellectual Property: Client shall not retain any rights in Consultant's intellectual property as a result of this Agreement.</p> <p>b. Client Intellectual Property: Consultant shall not retain any rights to Client's intellectual property as a result of this Agreement.</p>
6	Definition of Relationship	<p>This Agreement does not imply or create any joint venture, partnership, agency, or joint employment relationship between the parties.</p>
7	Non-Exclusive Service	<p>Client acknowledges that Consultant's services hereunder shall be non-exclusive. Consultant may engage in any business or provide services to any party, without regard to whether such businesses or services may be similar to or compete with the businesses of the Client or the services to be provided hereunder.</p>
8	Terms of Payment	<p>Consultant agrees to provide the Client with timely bi-monthly invoices. All invoices are due and payable upon receipt. The Client agrees that a 2.5% finance charge will be assessed monthly on any outstanding balance after 30 days from the invoiced date, unless otherwise negotiated.</p>
9	Disclosures	<p>Each party agrees to abide by applicable laws and regulations related to the release and disclosure of services hereunder. Consultant agrees to provide separate invoices for any consultant services that are not reportable under the Labor-Management Reporting and Disclosure Act ("LMRDA").</p>



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10	Disputes	This Agreement is to be governed by and construed in accordance with the laws of the State of New York. Further, the parties agree to resolve any disputes arising out of this Agreement by litigating in the NYS Supreme Court Commercial Division.
11	Severability	If any portion of this Agreement shall be determined to be null and void by operation of law, the remaining portions of the Agreement shall remain in full force and effect.
12	No Modifications	No modification or amendment hereof shall be of any force or effect unless in writing and executed by both parties.
13	Term of Agreement	This Agreement shall commence on an agreed upon date and shall continue thereafter until terminated. Client or Consultant shall have sole discretion to terminate this agreement by giving each other a written notice of termination ("Termination Notice").

Signatures:

Heightened Solutions, LLC

Name: Rebecca Bannon
Title: Owner

September 26, 2025

Date

Long Island Jewish Medical Center

Name: MARK A. Loade
Title: SUP, G.C. + Deputy CLO

9-30-25

Date