

CONSULTING SERVICES AGREEMENT

This Consulting Services Agreement (“Agreement”) is entered into as of November 17, 2025 by and between **Mount Sinai Health System** (hereinafter, “Mount Sinai”) and **Ankura Consulting Group, LLC operating through its Sachs Policy Group** (“you” or the “Consultant”). Consultant will provide the Services as described in Schedule B, in accordance with this Agreement.

The following schedules, if attached, form part of this Agreement:

- Schedule A: Terms and Conditions
- Schedule B: Services and Payment Provisions
- Schedule C: Invoicing Procedures
- Schedule D: Mount Sinai Health System Expense Reimbursement Guidelines
- Schedule E: Mount Sinai Health System Business Associate Addendum
- Schedule F: CyberSecurity Addendum
- Schedule G: EHS Non-Employee Health Clearance Policy: Pre-Placement Medical Requirements
- Schedule H: Mount Sinai Health System Insurance Requirements

To indicate your acceptance, please return a signed copy of this Agreement together with its schedules.

[SEE FOLLOWING PAGE FOR SIGNATURES]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the last date set forth below.

MOUNT SINAI

By: 

Electronically signed by: Beth Yagoda
Reason: I am the approver
Date: Nov 21, 2025 07:17:51 EST

Name: Beth Yagoda

Title: Executive Vice President Mount Sinai Health System, CEO's Office

Date: 21-Nov-2025

CONSULTANT

By: _____

DocuSigned by:

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Name: Jeffrey Sachs

Title: Senior Managing Director

Date: 11/19/2025

SCHEDULE A

MOUNT SINAI HEALTH SYSTEM

CONSULTING CONTRACTS

STANDARD TERMS AND CONDITIONS

A. Definitions

1. "Mount Sinai" or the "Mount Sinai Parties" shall refer to the entity or entities named in the Agreement that are receiving the Services.
2. "Consultant" is the party named in the Agreement that is providing the Services.
3. "Party" or "Parties" refers to the Consultant and the Mount Sinai entity(ies) that are receiving the Services.
4. "Services" refers to the consulting services being provided by Consultant to Mount Sinai pursuant to the Agreement, as described in Schedule B.
5. "Deliverable" or "Deliverables" refers to the work product, if any, being provided to Mount Sinai pursuant to the Agreement.
6. "Confidential Information" includes any and all information, data and material of a non-public or confidential nature, whether marked as such or not, which has been disclosed by a Party to the other Party in written, oral (including by recording), electronic, or visual form to, or otherwise has come into the possession of, the other Party, (except to the extent that such Confidential Information can be shown to have been (a) in the public domain through no fault of the receiving Party; (b) was rightfully in the possession of the receiving Party at the time of disclosure to it without any obligation to restrict its further use or disclosure; (c) was developed independently by receiving Party, as demonstrated by receiving Party, without use or reliance upon or reference to any Confidential Information of disclosing Party; or (d) after disclosure to receiving Party became publicly available through no fault of receiving Party and without any breach by recipient of any obligation of confidentiality to disclosing Party.

B. Performance of the Services

1. Consultant shall provide the Services which are set forth in Schedule B of the Agreement in accordance with the Agreement, including but not limited to, these Standard Terms and Conditions.

2. Time is of the essence. Time is of the essence with regard to the dates established for provision of Deliverables to Mount Sinai and/or completion of the Services described in Schedule B.
3. Subcontractors. Consultant shall not use any subcontractors for the performance of the Services except with Mount Sinai's prior written consent. Notwithstanding any such consent, Consultant shall be and remain fully responsible for the performance of the Services, and any actions or omission, by its subcontractors.

C. Term and Termination

1. Term. The term of this Agreement shall be as defined in Schedule B.
2. Termination. Termination shall be as set forth in Schedule B. If no other termination language is specified therein, Mount Sinai may terminate the Agreement upon thirty (30) days' written notice.

D. Invoicing and Payment

1. Consideration. Mount Sinai shall pay the fee which is set forth in Schedule B for services rendered.
2. Tax Status. The Mount Sinai Parties are exempt from the payment of federal and New York State and local sales and use and other taxes and shall upon request provide Consultant with the applicable tax-exempt certificates. Consultant shall not collect or attempt to collect from the Mount Sinai Parties the foregoing taxes with respect to Services provided hereunder.
3. Invoicing for Services. Consultant may only invoice for Services rendered and Deliverables provided pursuant to the Agreement which have been accepted by Mount Sinai. Invoicing Procedures are as listed on Schedule C.
4. Contents of Invoice. Consultant shall provide invoices to Mount Sinai, but in no event shall Consultant provide such invoices to Mount Sinai later than thirty (30) days following the provision of Services for which such fees are sought, unless other invoicing procedures are outlined in any applicable Schedule B. Invoices shall contain such supporting records as Mount Sinai may reasonably request, such as time sheets or other documentation of Services performed by Consultant. In the event Consultant's invoices are not received in a timely fashion and/or do not contain the requested supporting documentation, Mount Sinai retains the right to refuse to pay such invoices.
5. Payment Terms. Mount Sinai shall pay the portion of invoices that it has not disputed in good faith ninety (90) days from Mount Sinai's receipt of such invoices.

6. Reimbursement of Expenses. During the term of the Agreement, Mount Sinai shall reimburse Consultant for authorized, reasonable, and necessary expenses in accordance with Mount Sinai's Expense Reimbursement Guidelines, attached hereto as Schedule D. Consultant shall follow Mount Sinai's rules on travel expenses in accordance with Schedule D, and shall provide Mount Sinai with appropriate receipts for any expenses for which Consultant expects reimbursement. Mount Sinai shall only reimburse Consultant for approved, undisputed expenses, after receipt of required supporting documents.
7. Independent Corporate Entities. Consultant acknowledges that each of the Mount Sinai entities are separately incorporated and shall be responsible to pay only for the products and services each entity receives. Under no circumstances shall a Mount Sinai entity be responsible for any payments, duties, or obligations with respect to any products or services provided to any other of the Mount Sinai entities. Under no circumstances will any breach or other basis for termination by one of the Mount Sinai entities be chargeable to any of the other Mount Sinai entities. Consultant's billing shall clearly indicate which of the Mount Sinai entities received which services.
8. If this Agreement requires the Consultant to access Mount Sinai's electronic systems, or if Mount Sinai data will be stored on Consultant's systems, Consultant shall perform all Services under this Agreement in compliance with the "Mount Sinai Health System Business Cybersecurity Addendum," attached hereto as Schedule F. Failure to comply with Schedule F shall be considered a material breach and grounds for the termination of this Agreement for cause subject to the notice and cure rights included in the Agreement.

E. Consultant Representations and Warranties

1. Qualifications of Consultant. Consultant represents and warrants that: (i) Consultant and all members of the Consultant team shall have the proper skill, training, qualifications, background, and, if applicable, licenses and certifications so as to be able to perform the Services in a competent and professional manner, (ii) all Services shall be performed with the degree of professional care, skill and diligence normally exercised by a professional service provider in similar circumstances; (iii) Consultant and its employees or contractors shall comply with the generally applicable policies and procedures of Mount Sinai, including, but not limited to, the Mount Sinai Code of Conduct, and shall behave in a manner that is professional and consistent with their presence at a health care facility.
2. Warranty. Consultant warrants that the Services will be performed within the agreed upon time frames reflected in the Agreement.

3. Credentialing of on-site Consultants. Consultant represents and warrants that Consultant and any Consultant employee, agent or subcontractor who enters upon premises owned, occupied or maintained by Mount Sinai shall be individually credentialed to enter onto the applicable premises through Vendormate, Inc. or as otherwise required by Mount Sinai before entering such premises.
4. Conflict of Interest. Consultant represents and warrants that there is no conflict of interest between its performance of the Agreement and its performance of any other agreement or contract, or employment by any other person or entity. In the event Consultant has reason to believe that there is or becomes any such conflict, or such conflict arises during the term of this Agreement or any extension thereof, it shall immediately provide notice to Mount Sinai and shall take all necessary action as may be required by Mount Sinai to reduce or eliminate the conflict of interest.
5. No Third Party Intellectual Property. Consultant represents and warrants that the Deliverables will not infringe any patent or copyright trade secret, trademark, or other proprietary right of any third party. Consultant also warrants that it has not and will not use or incorporate into products any intellectual property of others without the third party's prior written consent, and that no other third party, including without limitation any local, state, or Federal government holds any property rights or security interests in any Deliverables.

F. Acceptance of Deliverables

1. If Deliverables are set forth in Schedule B, upon the completion of any Deliverable, Consultant shall deliver to Mount Sinai a copy of such Deliverable at the time set forth the schedule provided in Schedule B. Mount Sinai shall have an acceptance period of ten (10) business days or such other period as may be specified in Schedule B to evaluate the Deliverable, provided that if the non-conformance is not readily discernible by Mount Sinai, Mount Sinai shall have an acceptance period of ten (10) business days after the date it discovers the nonconformance. After the end of such acceptance period, Mount Sinai shall provide written notice of (i) acceptance of such Deliverable; or (ii) rejection of such Deliverable, specifying the basis therefore, which may be based only on material failure to meet the terms and/or specifications of the Agreement. Consultant will have a commercially reasonable opportunity, which may be specified in the Agreement, but, if not specified, shall be ten (10) business days, to cure any defect and resubmit the work product for acceptance.

G. Independent Contractor

1. No Binding Authority. Neither Party has authority to act as the agent of the other Party or to bind the other Party to any third-party commitment. Nothing contained

hereinabove shall require Consultant to take any act in contravention of applicable laws.

2. **Removal of Consultant Staff.** Mount Sinai has the sole discretion of requiring Consultant to replace any member of the Consultant's staff on this engagement if Mount Sinai believes that said staff member is not performing as required or that the actions of said staff members is in violation of the Mount Sinai Code of Conduct. This provision does not in any way require, endorse or approve (expressly or impliedly) the termination of employment by Consultant of any employee replaced under the terms of this paragraph.
3. **Consultant Control.** Consultant will have complete control of, and supervision over its employees, agents, subcontractors, tools and equipment, and the methods and procedures used in the performance of the Agreement or operations incidental thereto.
4. **Consultant Responsibility for Wages, Benefits and Safety of Employees.** Consultant will perform its services hereunder as an independent contractor, and nothing in this Agreement shall be deemed to make Consultant, or its employees, a common law employee, agent, partner or fiduciary of, or joint venturer with, Mount Sinai. Consultant will be subject to the rules and regulations of Mount Sinai while at Mount Sinai or while otherwise providing services hereunder directly in connection with Mount Sinai. Consultant will be responsible for all salaries, payroll and other taxes, benefits, fees, and other charges or insurance required by any federal, state and local law, statute or regulation (including, but not limited to, unemployment taxes, Social Security contributions, worker's compensation premiums and all similar taxes and payments), attributable to each Consultant employee providing services hereunder, and Consultant remains responsible for all matters associated with recruiting, hiring, employment, compensation, benefits, insurance, promotion, discipline, and discharge of each member of the Consultant team.
5. **No Mount Sinai Benefits.** It is understood that fees or any other amounts Mount Sinai pays to Consultant under the Agreement shall not be considered salary, wages or any other form of employment payment. Neither Consultant nor its employees, agents, or subcontractors will be entitled to any of the fringe or supplemental benefits of Mount Sinai, including employee benefit plan participation. Consultant expressly waives any right to participate in any employee benefit plans sponsored by Mount Sinai.
6. **Clearance of Consultant Employees.** If indicated as necessary in Schedule B, Consultant shall facilitate a health and background clearance in accordance with Mount Sinai's policies and procedures, as may be revised, the current version attached hereto as Schedule G. Consultant employees performing Services onsite at a Hospital

may be directed by Mount Sinai to attend certain trainings and orientations. Consultant shall ensure that its employees, subcontractors, and agents providing Services under this Agreement are in compliance with all applicable Mount Sinai policies and protocols for health, safety, quality, and security of Mount Sinai facilities, including but not limited to, current COVID-19 safety and vaccine requirements. Upon request, Consultant shall provide Mount Sinai with appropriate documentation of such compliance.

7. Indemnification for Employment-Related Claims by Consultant. Consultant shall defend, indemnify and hold harmless Mount Sinai and their affiliated companies, and all of their respective past, present and future directors, trustees, officers, employees, physicians, faculty members, students, agents or other representatives from any and all lawsuits, claims, demands, liabilities, obligations, damages, and expenses, including attorney's fees, related to or connected with alleged wrongful termination of employment, other matter sounding in tort or Agreement for employment benefits, or claims for participation in employee benefit plans sponsored by Mount Sinai, or failure of Consultant to make appropriate filings and withholdings with respect to employment contributions and taxes, or for any other employment related matter that may be made by Consultant or any of Consultant's employees, agents, or subcontractors as a result of any work performed or payments made pursuant to the Agreement.

H. Intellectual Property and Data Use

1. Consultant Materials. Consultant will retain sole and exclusive ownership of all right, title and interest in Consultant's work papers, proprietary information, processes, methodologies, know-how and software ("Consultant Materials") that existed prior to the delivery of Services. To the extent Deliverables contain Consultant Materials, Consultant grants Mount Sinai a non-exclusive non-assignable royalty-free license to use in connection with the Deliverables, or by Mount Sinai in furtherance of its operations.
2. Work Made For Hire. Except for the Consultant Materials, all materials, products, and modifications, whether or not registerable under copyright, patent, or similar statutes, developed or prepared by Consultant under this Agreement, including without limitation, forms, images, text, data, documents and any elements relating thereto, including the Deliverables, are the property of Mount Sinai and all right, title and interest therein shall vest in Mount Sinai and shall be deemed to be a "work made for hire" under United States copyright law (17 U.S.C. § 101 et seq.) and made in the course of this Agreement. To the extent that title to any such works (other than Consultant Materials) may not, by operation of law, vest in Mount Sinai or such works

may not be considered to be work made for hire, all right, title and interest therein are hereby irrevocably assigned to Mount Sinai. All such materials shall belong exclusively to Mount Sinai with Mount Sinai having the right to obtain and to hold in its own name, copyrights, patents, registrations or such other protection as may be appropriate to the subject matter, and any extensions and renewals thereof. Consultant hereby assigns to Mount Sinai, Consultant's entire right, title and interest, in and to any and all inventions (and all proprietary rights therein), whether or not patentable or registrable, that during the Term in performance of the Services, either alone or jointly with others are (y) conceived by Consultant or, (z) with regard to inventions conceived by Mount Sinai, are reduced to practice (the "Mount Sinai Inventions"). Consultant acknowledges that, all Work Product and Mount Sinai Inventions are the sole property of Mount Sinai, and Consultant shall have no right or license to use any Work Product or Mount Sinai Inventions for any purpose, including, without limitation, publishing, design and development purposes, except in the performance of its obligations hereunder.

3. **Data Ownership.** Consultant acknowledges that the terms of this Agreement, and the provision of the Services, does not grant to Consultant any right or license to aggregate, compile, decompile, manipulate, reproduce, modify, supplement, adapt, translate, create derivative works from, de-identify, distribute, publish, disclose or otherwise use any data received from Mount Sinai in the course of performing the Services for any purpose, commercial or otherwise, except to perform Consultant's obligations or to exercise its rights under the terms of this Agreement. . Except as provided in this Agreement no option, license, or conveyance of rights, express or implied, is granted by Mount Sinai to Consultant in connection with any Data provided under this Agreement, Consultant agrees to use the Data strictly in accordance with the terms of this Agreement.

4. **Residuals.** Nothing contained in the Agreement shall restrict Mount Sinai from the use of any ideas, concepts, know-how, methodologies, processes, technologies, algorithms, techniques, arrangements, depictions or presentations relating to the Services, including the Deliverables and related materials, which Consultant, individually or jointly with Mount Sinai, develops or discloses under the Agreement.

I. Confidentiality; Injunctive Relief

1. **Access to Confidential Information.** Each Party acknowledges and agrees that it (and its subcontractor(s), if any), in performing its obligations under the Agreement, shall

- have access to or be directly or indirectly exposed to each other's Confidential Information. Each Party shall hold confidential all Confidential Information and shall not disclose, reproduce or otherwise use or make available such Confidential Information to any other person or entity, except to: (i) those who have a need to know for purposes of effectuating the purpose of the Agreement; and (ii) to state or federal agencies, authorities or courts upon their legally binding order or subpoena, provided prompt notice of such order or subpoena is given to the Party to which such information belongs and a reasonable time to oppose such order and subpoena is provided prior to compliance if legally permitted.
2. Protection of Confidential Information. Each Party shall use reasonable measures and reasonable efforts to provide protection for the Confidential Information of the other Party, including measures at least as strict as those each Party uses to protect its own Confidential Information, but in no case less than reasonable care. Consultant shall require its employees, officers, directors, agents, auditors and professional advisors, subcontractors and independent contractors (“Representatives”), if any, to be bound by written or professional obligations of confidentiality and non-use no less restrictive than those contained herein before obtaining access to Mount Sinai's Confidential Information. Consultant shall be responsible for any breach of this Agreement by its Representatives. Mount Sinai may disclose the terms of this Agreement to its GPO or to a consultant (either, an “Advisor”) provided that: (i) Advisor uses the terms of the Agreement to perform consulting services or other business analysis for the benefit of Mount Sinai, and (ii) Mount Sinai and Advisor have a written agreement which contains a confidentiality provision limiting the use of confidential information.
 3. Ownership of Confidential Information. Any Confidential Information disclosed by one Party to the other Party shall remain the sole and exclusive property of the disclosing Party.
 4. Remedies for Breach of This Provision. The Parties agree that in the event of any breach by a receiving Party of any of the covenants set forth in this provision, the disclosing Party shall have the right to (a) receive compensation for actual direct damages from the receiving Party for any losses incurred by reason of such breach; and (b) apply to a court of competent jurisdiction for the entry of an immediate order to restrain or enjoin the breach of said covenants by the receiving Party and otherwise to specifically enforce the provisions of the Agreement.
 5. Return or Destruction of Confidential Information. Immediately upon a Party's written request, the other Party shall promptly deliver to the requesting Party all written or tangible material containing any information contained in the Confidential Information, including all copies, summaries, analyses and extracts thereof, and destroy or delete from its equipment all other materials, including computer tapes, diskettes and similar

digital or electronic storage mechanisms, containing any Confidential Information. Notwithstanding the foregoing, the Receiving Party also shall be permitted to retain such additional copies of, or any computer records or files containing, the Confidential Information of the Disclosing Party that have been created solely by the Receiving Party's automatic electronic archiving and back-up procedures, to the extent created and retained in a manner consistent with the Receiving Party's standard archiving and back-up procedures, but not for any other use or purpose. In the event that return or deletion is not possible, the Parties agree to discuss reasonably available alternatives to such return, deletion or destruction. In the event a Party has received a legal notice that the documents are relevant to the subject matter of actual or pending litigation and should not be destroyed, such notice shall supersede this provision until the Party receipt of official notice that maintenance of the documents is no longer required.

6. Use of Name. Neither Party shall use the name, logos, trademarks service marks, names of its trustees, officers, faculty members, students, employees, faculty, consultants, or representatives, or any adaptation of any of the foregoing, or other proprietary rights of the other Party, their employees, departments, or affiliates, or any variation thereof, for any purpose whatsoever, including, but not limited to, in any advertising, promotion, or to suggest endorsement, without the prior written consent of the other Party, which may be granted or denied in such Party's discretion.

J. Patient Privacy and HIPAA

1. Business Associate Agreement. If Consultant will receive, utilize, or otherwise come into contact with or possession of any Protected Health Information ("PHI") in the course of providing the products and/or services of the Agreement, Consultant shall sign the "Mount Sinai Business Associate Addendum", which shall be attached to the Agreement as Schedule E. If Consultant will not receive, utilize, or otherwise come into contact with or possession of any PHI in the course of providing the products and/or services of the Agreement, Consultant shall nevertheless agree that in the event that Consultant comes in contact with any PHI, Consultant will promptly notify Mount Sinai and take such remedial steps, at the direction of Mount Sinai, as may be required by applicable federal or state law.
2. Compliance with Patient Privacy Regulations. Consultant shall comply with all applicable federal and state laws with respect to medical record confidentiality and privacy, including without limitation New York Public Health Law Article 27-F and the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and accompanying regulations.

K. Social Security Act § 1861(v)(1)(I) Compliance

1. Maintenance of Records. Until the expiration of four (4) years after the furnishing of the services provided under this Agreement, Consultant shall cooperate fully with Mount Sinai by maintaining and making available all necessary records, or by executing any agreements, in order to assure that Mount Sinai will be able to meet all requirements for participation and payment associated with public or private third party payment programs including, but not limited to, the Federal Medicare program. Consistent with the foregoing, Consultant agrees to comply with § 1861(v)(1)(I) of the Social Security Act, as amended, and any regulations promulgated pursuant thereto, under which Consultant agrees to maintain its books, documents and records that are necessary to certify the nature and extent of such services and payments under the Agreement and to furnish such books, documents and records, upon written request to the Secretary of Health and Human Services or to the Comptroller General, or any of their duly authorized representatives. If Consultant is requested to disclose books, documents or records pursuant to this section for purpose of an audit, Consultant shall notify Mount Sinai of the nature and scope of such request and Consultant shall make available, upon written request of Mount Sinai, all such books, documents or records, during regular business hours of Consultant.
2. Notification of Audit Requests. Consultant must notify Mount Sinai immediately of any requests made pursuant to this provision. Nothing in this paragraph shall be construed as imposing on Consultant any obligation other than cooperating, to the extent reasonably possible, with any reasonable request made in connection with the enforcement of, or Mount Sinai's compliance with, § 1861(v)(1)(I) of the Social Security Act, as amended, and any regulations promulgated pursuant thereto.

L. Compliance; Fraud, Waste, and Abuse Prevention; Whistleblower Protection

1. Compliance with Applicable Laws and Mount Sinai's Compliance Program. Consultant shall abide by all applicable laws, federal, state and local, and the rules and regulations of any lawful regulatory body acting thereunder in connection with performing any services or supplying any products under the Agreement. Consultant shall comply with all applicable requirements of the federal Deficit Reduction Act of 2005 ("DRA"), including but not limited to Mount Sinai's DRA policy, and will promptly report to Mount Sinai's Corporate Compliance Office any suspected or actual violations related to fraud, waste, or abuse. Vendor agrees to abide by Mount Sinai's Corporate Compliance Code of Conduct (available at www.mountsinai.org) and Mount Sinai's Compliance Policies and Procedure.

2. No Debarment. Consultant represents and warrants that neither it, nor any of its employees assigned to perform any work related to the products and/or services of the Agreement, have been convicted of any offense related to healthcare or have been listed by any federal or state agency as debarred, excluded, or otherwise ineligible for federal or state program participation.
3. Screening of Consultant Employees. Consultant shall be responsible for screening its employees monthly against the federal OIG List of Excluded Individuals and Entities (“LEIE”), the federal System for Award Management (“SAM”) Excluded Parties List, and the New York State Office of the Medicaid Inspector General (“OMIG”) list of Restricted, Terminated, or Excluded Individuals or Entities (collectively, the “exclusion lists”). Consultant agrees to immediately notify Mount Sinai’s Corporate Compliance Office in the event that Consultant and/or any of its employees assigned to perform any work related to the products and/or services of the Agreement appear on any of the exclusion lists and to remove any debarred employee or subcontractor from Mount Sinai.

M. Insurance

1. Consultant shall comply with the Mount Sinai Health System Insurance Requirements attached hereto as Schedule H.

N. Indemnification

1. Reserved.
2. Additional Intellectual Property Indemnification. In addition to the General Indemnification Obligations described above, in the event a claim of infringement is brought in respect of the Deliverables, Consultant shall: (i) preserve the right to continue the use thereof; (ii) replace it with a non-infringing substitute; (iii) modify it so as to be non-infringing without adverse impact on functionality; or (iv) in the event that (i) - (iii) are not possible despite commercially reasonable efforts, terminate this Agreement.
3. Mount Sinai Decision Making. Notwithstanding the foregoing, Mount Sinai will remain at all times solely and exclusively responsible for its own decision-making and accountable for its own judgment regardless of how Mount Sinai utilizes the Services provided by Consultant. In addition, Consultant will not be liable in respect of the following: (a) any decisions made by Mount Sinai as a result of the performance of or in reliance upon any of the Services or Deliverables provided by Consultant, or (b)

Mount Sinai's misuse of the Services or Deliverables or other data provided to Mount Sinai in connection with the Services.

O. Miscellaneous

1. **Limitation of Liability.** Except as provided for below, neither Mount Sinai nor anyone acting on its behalf shall hold Consultant liable for (i) an aggregate amount (including interest and legal fees) in excess of \$200,000 (two hundred thousand dollars). Nothing in this Agreement excludes or limits a party's liability to the extent arising out of or resulting from (a) its gross negligence, willful misconduct or fraud; (b) bodily injury or death; or (c) matters for which liability cannot be excluded or limited under applicable law.
2. **Successor and Assigns.** Mount Sinai may assign, sell, transfer, delegate or otherwise dispose of this Agreement or any of its rights or obligations under this Agreement without the prior written consent of Consultant to an Affiliate (defined as any entity that directly or indirectly controls, is controlled by, or that is under common control with Mount Sinai now or in the future) or to an entity which succeeds to its business through a sale, merger, consolidation, corporate reorganization, sale of all or substantially all of Mount Sinai's assets, sale of stock, change of name or like event, provided that Mount Sinai provide written notice to Consultant of such assignment.
3. **Governing Law.** This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New York without regard to any principles of choice of law. Any action at law or proceeding in equity arising directly or indirectly from this Agreement shall be commenced in the Supreme Court of the State of New York, County of New York or the United States District Court in the Southern District of New York.
4. **Amendments, Discharges, Modifications and Waivers.** No provision of the Agreement may be amended, altered, modified or discharged unless such amendment, alteration, modification or discharge is agreed to in writing, signed by Mount Sinai and Consultant. No waiver by either Party hereto of any breach by the other Party hereto of any condition or provision of the Agreement to be performed by such other Party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time.
5. **Headings.** The headings set forth in the Agreement and these Terms and Conditions are for convenience only and shall not be considered as part of the Agreement or Terms

and Conditions in any respect nor shall they in any way affect the substance of the provisions contained in this Agreement and/or these Terms and Conditions.

6. Notices. All notices and other communications which are required or which may be given under the provisions of this Agreement shall be delivered via overnight delivery, personally or sent by certified mail, postage prepaid, return receipt requested to the respective Parties as follows:

- a. If to Consultant, they shall be sent to the address below:

Ankura Consulting Group, LLC
c/o Sachs Policy Group
60 East 42 Street, Suite 1762
New York, NY 10165

With a copy to:
Ankura Consulting Group, LLC
Attn: Office of the General Counsel
485 Lexington Avenue, 10th Floor
New York, NY 10017

- b. If to Mount Sinai, they shall be sent to the School or Hospital(s) and to the signatories identified in the Agreement, with additional copies to:

Samantha Weston, Sr. Director
150 E. 42nd Street, 2nd Floor (Contract Policy and Review Office)
New York, NY 10017
and

General Counsel
The Mount Sinai Hospital
One Gustave L. Levy Place – Box 1099
New York, NY 10029-6574

- c. Or such other address as either Party may designate in writing as his or its address for this purpose in the manner herein provided for giving notice.

7. Severability. The invalidity of all or any part of any provision of this Agreement shall not invalidate the remainder of this Agreement or the remainder of any section which can be given effect without such invalid provision.

8. Complete Understanding. The Agreement with these Terms and Conditions and all Schedules constitutes the sole and entire agreement between Consultant and Mount Sinai with respect to the subject matter of this Agreement and supersedes all prior agreements, arrangements and understandings.

SCHEDULE B
SERVICES – STATEMENT OF WORK

Project: Health Equity Impact Assessment (HEIA) for Mount Sinai Queens

Mount Sinai Project Manager: Brad Beckstrom

Location: Offsite

Consultant: Ankura Consulting Group, LLC

Statement of Work Date: November 17, 2025

Contract Price: Anticipated total of \$25,000

EHS Non-Employee Clearance Required: No

Mount Sinai Health System Business Cybersecurity Addendum Applicable: No

The terms and conditions of this Statement of Work between the Parties (the “SOW”) are incorporated herein by reference. In the event of a conflict between the SOW and the Agreement together with its attachments, the provisions of the Agreement shall prevail. No other provisions of the Agreement are intended to be modified hereby.

ATTACHMENT 1 Statement of Work

Insurance Requirement: This Notice to Proceed shall not be effective unless Mount Sinai Project Manager is in receipt of all insurance documentation required under the Contract.

ATTACHMENT 1

Description of Services, including Deliverables (if any)

Consultant (or “SPG”) will complete a Health Equity Impact Assessment for Mount Sinai Queens for the proposed project that involves the addition of 13 ICU beds.

1. Comprehensive Review and Analysis

SPG will use both publicly available data and data requested from Mount Sinai Queens to conduct a comprehensive review of the service area and to identify populations, specifically medically underserved groups, that may be impacted by the proposed project. SPG will use descriptive statistics and data visualizations to paint a picture of the community and its patient profiles. Examples of data may include, but are not limited to, the following:

- a. Data provided by Mount Sinai Queens
- b. New York State DOH
- c. Statewide Planning and Research Cooperative System (SPARCS)
- d. US Census Bureau Data
- e. Community Health and Community Service Needs Assessments
- f. Health Facilities Information System (HFIS)
- g. Health Resources and Services Administration (HRSA) shortage area data
- h. Area Deprivation Index
- i. Supplemental claims data as needed/by request
- j. Publicly available medical literature, grey literature, publications, and reports
- k. Stakeholder interviews and surveys
- l. Additional sources as identified/available such as RWJ, Kaiser Family Foundation, etc.

2. Meaningful Stakeholder and Community Engagement

SPG will perform meaningful, culturally competent, and sensitive engagement to obtain diverse stakeholder and community feedback on how the project impacts the unique health needs or quality of life of historically medically underserved group(s). The types of activities that may be performed include, but are not limited to:

- a. Create culturally appropriate and engaging communications materials to promote participation in the HEIA stakeholder engagement process, including translation services, as needed, to ensure access for individuals with limited English proficiency.
- b. Develop culturally competent community surveys and/or host community forms to gather input on the potential impacts of the project related to health equity.
- c. Conduct interviews or focus groups with key stakeholders, including the local health department, community members, health care professionals, and public health experts.

SPG will work closely with Mount Sinai Queens staff and its community partners to promote these engagement opportunities, with a focus on reaching historically underserved and marginalized groups. SPG will review and synthesize all feedback, looking for common themes, concerns, and recommendations that can inform the project's planning and implementation. SPG will also prepare a summary of the engagement conducted and feedback received, which will be included in the HEIA data tables and final report.

The final community engagement plan will reflect the needs of the underlying project.

3. Health Equity Impact and Mitigation Strategy with Recommendations

SPG will utilize the insights gathered from research/data analysis and stakeholder/community outreach to support the development of a mitigation strategy for any impacts identified. SPG will also provide recommendations to support programs and interventions that support health equity and quality of care for the impacted medically underserved group(s). This strategy will include but not be limited to:

- a. Data-informed interventions and new or expanded collaborations with health-related and/or community-based organizations.
- b. Evidence-based ways to reduce potential negative impacts as a result of the project, as applicable.
- c. Specific changes to the project to better meet the needs of medically underserved groups, as applicable.
- d. Approaches for monitoring and tracking progress on health equity, including the use of performance and quality measures such as access to screenings for historically medically underserved groups, timely access to care, processes and referrals with partner organizations, and general health outcomes for impacted groups.

4. Support of Delivery of Required HEIA Documents

SPG will organize and summarize findings in a final health equity impact assessment report that supports the completion of the following documents for Mount Sinai Queens:

- a. HEIA Template
- b. HEIA Data Tables
- c. HEIA Conflict of Interest
- d. HEIA Contract (Independent Entity and Facility)

SPG will deliver the report to Mount Sinai.

The following forms will need to be completed by Mount Sinai Queens, and SPG will be available to advise in complying with these requirements according to DOH:

- a. HEIA Requirement Criteria
- b. HEIA Template SECTION C: Acknowledgement and Mitigation Plan
- c. Dissemination of Results and Recommendations: Public Posting of Redacted full CON Application and HEIA Online and NYSE-CON System

During the engagement, SPG will monitor the availability of, and offer strategic guidance, regarding any updates in HEIA policy and requirements for Mount Sinai Queens.

SPG will have no formal or informal involvement with any certificate of need (CON) (or the related underlying project) for which SPG is performing a HEIA.

Term of Agreement

November 17, 2025 – March 17, 2026, or upon Mount Sinai’s acceptance of the required HEIA documents, whichever is sooner.

Fee

Anticipated total of \$25,000 to be invoiced by Consultant as follows:

\$10,000 to be invoiced subsequent to execution of this Agreement

\$15,000 to be invoiced subsequent to Mount Sinai’s acceptance of the required HEIA documents

SCHEDULE C
MOUNT SINAI HEALTH SYSTEM INVOICING PROCEDURES

Mount Sinai Health System Vendor Invoice Submission Guidelines

* Choose only one method of invoice submission (A, B or C below). Duplicate submissions will delay processing *

* Below methods **NOT** to be used for internal submissions from hospital employees. *

*A Purchase Order # and Contact Name of the MSHS employee that placed the order should be included on all invoices *

A. EDI SUBMISSION VIA GHX If not already arranged please email william.ladue@mountsinai.org to arrange.

B. E-MAIL SUBMISSION (Preferred over hard copy submission)

1. Email address to use (varies based on which hospital being billed):

- Mount Sinai Beth Israel Medical Ctr (& Affiliate sites): biapinvoice@mountsinai.org
- Mount Sinai Brooklyn Hospital: biapinvoice@mountsinai.org
- Mount Sinai West Hospital: slrapinvoice@mountsinai.org
- Mount Sinai Morningside Hospital: slrapinvoice@mountsinai.org
- Mount Sinai Hospital: apinvoices@mountsinai.org
- Mount Sinai Queens Hospital: accountspayableq@mountsinai.org
- Mount Sinai Icahn School of Medicine: accountspayablesm@mountsinai.org
- Mount Sinai New York Eye & Ear Infirmary: accounts.payablenyee@mountsinai.org

2. Each invoice should be submitted as a separate PDF file attachment (each PDF should contain only 1 invoice record – it may be multiple pages, but all pages must pertain to the same invoice).

3. Multiple PDF files may be sent in a single email (however, again, must be one invoice per PDF file, and one PDF file per invoice).

4. The PDF attachments cannot be in a 'zipped' file, or otherwise require action to access (i.e. logging in to a secure server to download).

5. The above email addresses are part of an automated system for valid invoice upload.

Do not submit inquiries, statements, quotes, Purchase Order documents or other non-invoice related items (they will not be processed or responded to). Direct account questions to your routine Accounts Payable contact person.

6. **Duplicate copies of invoices should not be sent unless requested by a member of the Accounts Payable Staff.** Again, only one method of invoice submission should be used.
7. Do not include or cc additional email addresses on submissions, and do not include lengthy verbiage/icons in the body of the email. This may cause rejections.

c. **HARD COPY SUBMISSION** (Hard copy mail addresses to be used ONLY if A or B submission types not possible)

- Mount Sinai Beth Israel Medical Ctr (& Affiliates): PO Box 790, Cooper Station, New York, NY 10276
- Mount Sinai Brooklyn Hospital: PO Box 790, Cooper Station, New York, NY 10276
- Mount Sinai West Hospital: PO Box 792, Cooper Station, New York, NY 10276
- Mount Sinai Morningside Hospital: PO Box 792, Cooper Station, New York, NY 10276
- Mount Sinai Hospital: 1 Gustave L Levy Place, Box 7000, New York, NY 10029
- Mount Sinai Queens Hospital: 1 Gustave L Levy Place, Box 7000, New York, NY 10029
- Mount Sinai Icahn School of Medicine: 1 Gustave L Levy Place, Box 1662, New York, NY 10029
- Mount Sinai New York Eye & Ear Infirmary: AP, 150 East 42nd St, 5th Floor, New York, NY 10017

Please Note: All invoices should reference a valid and funded Purchase Order Number (payment will not issue without a PO Number). A PO Number should be provided by the hospital's purchasing department before any order is accepted. To assure timely payment, it is best if a Contact Name of a person from the hospital department that placed the order is provided on all invoices.

SCHEDULE D
MOUNT SINAI HEALTH SYSTEM EXPENSE REIMBURSEMENT GUIDELINE

Hotel/Lodging

- ⇒ Individual must be qualified via their direct authorized assignment to a Mt. Sinai contract/project.
- ⇒ Each person must be pre-authorized by Mt. Sinai.
- ⇒ Each use must be pre-authorized by Mt. Sinai.
- ⇒ Location must be pre-authorized by Mt. Sinai.

Air Travel

- ⇒ Individual must be qualified via their direct assignment to a Mt. Sinai contract/project.
- ⇒ Each person must be pre-authorized by Mt. Sinai.
- ⇒ Each use must be pre-authorized by Mt. Sinai.
- ⇒ Reimbursement will be limited to the equivalent of an Economy/Coach Seat.
- ⇒ Will not reimburse for transfer or cancellation fees/penalties.

Client Location Transportation

- ⇒ Individual must be qualified via their direct assignment to a Mt. Sinai contract/project.
- ⇒ Individual must be assigned to Mt. Sinai contract/project.
- ⇒ Subways/Buses/Cab Fares qualify for reimbursement.
- ⇒ The reimbursement rate for vehicles is 54 cents per mile for business miles driven. Gasoline costs and expenses associated with ownership are included in this rate.
- ⇒ Tolls and parking fees are reimbursable.
- ⇒ Limousines/Car Services, etc. will not be considered for reimbursement.

Food

- ⇒ Individual must be qualified via their direct assignment to a Mt. Sinai contract/project.
- ⇒ Maximum of \$50.00 per day per individual.
- ⇒ Liquor/Alcohol beverages will not be considered for reimbursement.
- ⇒ Breakfast/Lunch/Dinner/Drinks to entertain the Client, Client Staff, vendors, etc. will not be considered for reimbursement.

Entertainment

- ⇒ Will not be considered for reimbursement including but not limited to:
 - ⇒ Theater/Movies/Plays.

Equipment/Supplies

- ⇒ Will not be considered for reimbursement.

SCHEDULE E
MOUNT SINAI HEALTH SYSTEM BUSINESS ASSOCIATE ADDENDUM

[Intentionally Omitted]

SCHEDULE F

MOUNT SINAI HEALTH SYSTEM CYBERSECURITY ADDENDUM

[Intentionally Omitted]

SCHEDULE G

EHS Non-Employee Health Clearance Policy

PRE-PLACEMENT MEDICAL REQUIREMENTS

[Intentionally Omitted]

SCHEDULE H

MOUNT SINAI HEALTH SYSTEM INSURANCE REQUIREMENTS

Consultant will procure and maintain, at its sole expense, the following insurance:

- A. **Commercial General Liability (CGL) Insurance**, written on an occurrence basis, with no deductible and minimum limits of \$1 Million per occurrence and \$2 Million aggregate, Required CGL limits may be met by any combination of primary and excess/umbrella policies; however, any excess or umbrella coverage must follow form with the underlying primary CGL coverage.
- B. **Workers' Compensation, Employer's Liability and Short-Term Disability Insurance** as required by NYS statute, if applicable; or as required by the law of any other state with minimum limits required by state law. In no event shall limits be less than \$1 Million for Workers' Compensation and Employer Liability claims, including (without limitation) claims for bodily injury, disease, and loss of income/earning capacity. Waiver of subrogation shall be provided by the respective carriers with respect to all of the foregoing claims.
- C. **Cyber/Privacy Insurance** shall be procured with minimum limits of \$1 million per occurrence and \$1 million aggregate on a primary and noncontributory basis, naming (MSHS) its parent, subsidiary, and affiliated entities as additional insureds to the maximum extent that may be permitted by the insurance policy; and covering losses arising from: (a) unauthorized use/access of computer systems (including mobile devices), servers, client's data or software; (b) defense of any regulatory action involving a breach of privacy; (c) failure to protect the confidential or proprietary information (personal and commercial information) and intellectual property from unauthorized disclosure or unauthorized access; (d) failure to adequately protect physical security of servers and systems including from cyberterrorism; (e) the costs for: notification, whether or not required by statute, credit file or identity monitoring, identity restoration, public relations or legal experts; (g) cyber extortion and cyber terrorism; and (h) containing no exclusion for actual or alleged breaches of professional services agreements associated with the above.
- D. **Insurance Carrier Rating**. Any required policies of insurance shall be issued by an insurance carrier with an A.M. Best rating of "A" or better. Consultant shall provide Mount Sinai with insurance certificates evidencing the respective required coverages within thirty (30) days after the commencement of each policy period and any renewal periods and shall give notice in writing at least thirty (30) days prior to any cancellation or material change in coverage. Consultant will provide updated certificates of insurance within ten (10) days following policy renewals.
- E. **Periodic Reviews**. Mount Sinai may review periodically the adequacy, including the minimum limits, of insurance for each type of coverage required of Consultant, and reserves the right to require Consultant to adjust the insurance, including the limits,

accordingly. The required minimum amounts of insurance do not constitute a limitation on Consultant's liability or indemnification obligations to Mount Sinai under this Agreement.

- F. **Claims Made Policies**. If any required policies are written on a claims made basis, all such policies shall have tail coverage extending one year beyond termination of the Underlying Agreement or beyond the provision of the deliverables.

G. Certificates of Insurance.

1. Consultant shall deliver to Customer certificates of insurance and policy endorsements evidencing that the coverages specified in this section are in effect.
2. Mount Sinai shall appear on any applicable insurance policy as: The Mount Sinai Health System, Inc., The Mount Sinai Hospitals Group, Inc., The Mount Sinai Hospital, Icahn School of Medicine at Mount Sinai, Beth Israel Medical Center, The St. Luke's Roosevelt Hospital Center, The New York Eye and Ear Infirmary and South Nassau Communities Hospital.