

RETAINER AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this 1st day of December, 2022 ("Effective Date"), by and between University Medical Center of Southern Nevada, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes, hereinafter referred to as "UMC", and Matthew T. Dushoff, Esq. of the law firm of Saltzman Mogan Dushoff, PLLC, hereinafter collectively referred to as "ATTORNEY."

WITNESSETH:

WHEREAS, NRS 41.038 provides that a local government such as UMC, may self-insure against the liability and expense of defending a claim against itself or any of its officers, employees or immune contractors;

WHEREAS UMC may from time to time seek to assign Outside counsel to provide civil legal representation, support and resources, as well as specialized legal advice to UMC, in excess of the services available in-house; and

WHEREAS, ATTORNEY is experienced in providing legal Outside of liability claims in various practice areas, which may include, but not limited to, personal injury/tort Outside, employment Outside, civil rights Outside, medical malpractice, health care law or bankruptcy.

NOW THEREFORE, the parties agree as follows:

I. SCOPE OF SERVICES OF ATTORNEY

- A. UMC hereby retains and employs ATTORNEY to provide Outside legal representation and counsel to UMC and its associated entities, duly authorized officers, employees, and volunteers ("Services").
- B. ATTORNEY will provide these Services in accordance with the UMC Litigation Guidelines which are attached hereto and incorporated herein by this reference as **Attachment A**.
- C. ATTORNEY will work in conjunction with UMC's Legal Department and, if necessary, the Clark County District Attorney's Office in the performance of Services hereunder.
- D. ATTORNEY will observe and abide by the terms and conditions of all applicable laws, regulations, ordinances and rules of the United States, of the State of Nevada, or any political subdivision thereof, or of any duly constituted public authority or agency.
- E. All materials developed, prepared or acquired during the performance of Services under this Agreement, including without limitation, all finished or unfinished documents, research, pleadings, memoranda, briefs, data, studies, surveys, drawings, manuals, maps, models, photographs, and reports (hereinafter collectively called "documents") shall be available to UMC upon request. No documents prepared for UMC shall be released by ATTORNEY to any third (3rd) party without UMC's prior written permission.
- F. The Services provided pursuant to this Agreement are non-exclusive and UMC is not limited by this Agreement from entering into other agreements for legal services with other attorneys or required by this Agreement to assign any specific litigation matters of volume of litigation matters to ATTORNEY.
- G. ATTORNEY will not affect a final compromise or settlement of any matter, nor assert any conflict waivers, without the prior written approval of UMC or its designated representative.
- H. UMC reserves the right to request, and to object to, representation by specific attorneys within ATTORNEY's Firm.
- I. ATTORNEY will execute a Business Associate Agreement pursuant to the Health Insurance Portability and Accountability Act ("HIPAA") requirements.

II. TERM

The term of this Agreement shall be for three (3) years from the Effective Date of this Agreement as approved by the UMC Board of Hospital Trustees ("Initial Term"). Within thirty (30) days prior to the expiration of this Agreement, UMC may exercise the option to renew this Agreement for up to two (2) additional, one (1) year periods (each an "Extension Term"), unless this Agreement is earlier terminated under the provisions hereof. The Initial Term and all Extension Terms shall collectively be referred to herein as the "Term." ATTORNEY will undertake to represent UMC to the conclusion of each matter assigned, even if the conclusion extends beyond the Term of this Agreement.

III. ATTORNEY FEES

ATTORNEY will provide UMC with legal services under this Agreement at the following rates and charges. Hours of Services shall be billed based on increments of one-tenth (1/10) of an hour and should represent actual time spent, rather than a standard charge for the activity performed.

A. Hourly Rates:

1. Partners	\$210.00 per hour
2. Associates	\$180.00 per hour
3. Paralegals	\$ 90.00 per hour
4. Legal Nurse Consultants	\$ 90.00 per hour
5. Law Clerks	\$ 50.00 per hour

B. Standard Charges:

Copies	\$0.10 per page
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C. 1/10 of an Hour Conversion Chart:

Minutes	Time
1 – 6	0.1
7 – 12	0.2
13 – 18	0.3
19 – 24	0.4
25 – 30	0.5
31 – 36	0.6
37 – 42	0.7
43 – 48	0.8
49 – 54	0.9
55 – 60	1.0

IV. COSTS OF ACTION

All costs in connection with legal representation shall be paid by UMC in accordance with the UMC Litigation Guidelines. All single costs in excess of Five Hundred Dollars and Zero Cents (\$500.00) will only be incurred by ATTORNEY after prior written notice is given to UMC's Legal Department, and subject to UMC's right to object to the cost being incurred.

V. BILLING

A. ATTORNEY Fees:

ATTORNEY will provide monthly itemized billings to UMC's Legal Department for all Services provided during the preceding month, in accordance with UMC's Litigation Guidelines. ATTORNEY's invoice shall also include the name or initials of the attorney, paralegal, law clerk or legal nurse consultant who performed each task listed on the invoice and the amount of time spent on each task. UMC agrees to make payment for the ATTORNEY's services and costs within ninety (90) days after receipt of such billings. Billing for ATTORNEY's fees and costs must be submitted to UMC within six (6) months of the date the Services were performed or the costs incurred, in accordance with NRS 244.250.

B. Costs:

Invoices for Outside costs and services incurred by ATTORNEY shall be included on the same monthly itemized billings required under Section A above unless UMC's Legal Department agrees to make payment directly to the provider of such Outside costs and services upon request by ATTORNEY. All single costs in excess of Five Hundred Dollars and Zero Cents (\$500.00) will only be incurred by ATTORNEY after prior written notice is given to UMC's Legal Department, and subject to UMC's right to object to the cost being incurred.

C. Disputes:

UMC's representative shall notify ATTORNEY of any disputed amount included on the invoice. Upon mutual resolution of the disputed amount, ATTORNEY will submit a new invoice for the agreed amount and payment will be made in accordance with Section A above.

- D. Invoicing:
Invoices shall be submitted to University Medical Center of Southern Nevada, Legal Department, Attn: James Conway, Esq., 1800 W. Charleston Blvd., Las Vegas, NV 89102.
- E. Compensation:
For the Term of this Agreement, UMC agrees to pay ATTORNEY the Services performed and other miscellaneous/travel expenses for the not-to-exceed amount of **\$4,500,000.00**.

VI. EXPERTS AND INVESTIGATORS

ATTORNEY may employ experts and investigators only upon **prior** written approval of UMC in accordance with the UMC Litigation Guidelines. Fees and costs charged by such experts and investigators shall be forwarded directly to UMC's Legal Department, and paid by UMC directly to the expert or investigator within ninety (90) days after UMC's receipt of billing for services rendered.

VII. TERMINATION

- A. This Agreement may be terminated by UMC for its convenience by providing thirty (30) days written notice to ATTORNEY. Pursuant to Nevada Rule of Professional Conduct 1.16, ATTORNEY may terminate this Agreement upon one hundred eighty (180) days written notice to UMC's Legal Department.
- B. In the event of termination, ATTORNEY shall be paid compensation for Services performed and properly billed pursuant to the terms of this Agreement up to the effective termination date.
- C. In accordance with Nevada Revised Statutes (NRS 354.626), the financial obligations under this Agreement between UMC and ATTORNEY shall not exceed those monies appropriated and approved by UMC for the then current fiscal year under the Local Government Budget Act. This Agreement shall terminate and UMC's obligations under it shall be extinguished at the end of any of UMC's fiscal years in which UMC's governing body fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which would become due under this Agreement.

VIII. EVENTS UPON TERMINATION OR EXPIRATION

Upon the expiration or termination of this Agreement, UMC, at its discretion, shall either:

- A. Require ATTORNEY to conclude the handling of all open litigation matters assigned to ATTORNEY during the Term of this Agreement, at the rates set forth in this Agreement, for a period not to exceed two (2) years from the termination or expiration of this Agreement; or
- B. Require ATTORNEY to return all litigation files to UMC or its designated representative and execute the necessary Substitution of Counsel.

IX. RECORDS

All books, records, documents and accounting procedures and practices of ATTORNEY, relevant to this Agreement, shall be subject to inspection, audit and copying by UMC or its authorized representative(s).

X. OWNERSHIP AND RETENTION OF DOCUMENTS

All files, pleadings, discovery, reports, documents and other records prepared or kept by ATTORNEY in the performance of its obligations under this Agreement shall be the exclusive property of UMC and all such materials shall be remitted to UMC by ATTORNEY upon expiration or termination of this Agreement. All such materials shall be retained by ATTORNEY for a minimum of six (6) years from the date any and all appeal rights expire. At the end of this retention term, UMC shall be notified in writing and given sixty (60) days to reclaim the file prior to its destruction by ATTORNEY.

XI. CONFIDENTIALITY

All personnel records, personal data and protected health information ("PHI") received, stored or viewed by ATTORNEY shall be kept in the strictest confidence by ATTORNEY and its employees and contractors. All such information shall be used and disclosed only for the proper management of the litigation assigned and may not be used or further disclosed other than as necessary in furtherance of litigation.

ATTORNEY shall use appropriate safeguards to prevent the use or disclosure of such confidential information outside the scope of the litigation, and shall report to UMC any inappropriate or unauthorized use or disclosure of the information as soon as it learns of such use or disclosure.

ATTORNEY acknowledges that its Services will be subject to termination if it is found to be in violation of the Confidentiality terms of this Agreement.

XII. ASSIGNMENT AND SUBCONTRACTING

ATTORNEY shall neither assign, transfer nor delegate any rights, obligations or duties under this Agreement, nor shall ATTORNEY subcontract the provision of Services under this Agreement, without the prior written consent of UMC.

XIII. AMENDMENT AND MODIFICATION

No provision of this Agreement will be deemed waived, amended or modified by either party unless such waiver, amendment or modification is in writing and signed by the authorized agents of all parties.

XIV. APPLICABLE LAW

This Agreement shall be governed by and interpreted according to the laws of the State of Nevada.

XV. INSURANCE

ATTORNEY will provide UMC with Certificates of Insurance for the coverage as listed below within ten (10) calendar days after approval of this Agreement by the UMC Board of Hospital Trustees, or any extension thereof. Thereafter, current Certificates shall be maintained with UMC so long as insurance is required pursuant to this Agreement. The Certificates for each insurance policy are to be signed by a person authorized by the insurer and licensed by the State of Nevada.

- A. Each insurance company's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required Certificates of Insurance. The adequacy of the insurance supplied by ATTORNEY, including the rating and financial health of each insurance company providing coverage, is subject to the approval of UMC.
- B. With regard to ATTORNEY's Services performed pursuant to this Agreement, ATTORNEY's insurance shall be primary and any other coverage that may be available to UMC, its officers, employees and volunteers shall be excess over the insurance required of ATTORNEY.
- C. The insurance coverage supplied by ATTORNEY must provide for a thirty (30) day notice to UMC before implementation of a proposal to suspend, void, cancel or reduce in coverage or in limits the required insurance coverage. This notice requirement does not waive the insurance requirements contained herein.
- D. All deductibles and self-insured retentions shall be fully disclosed in the Certificate of Insurance. No deductible or self-insured retention may exceed Ten Thousand Dollars and Zero Cents (\$10,000.00) without the written approval of UMC.
- E. If aggregate limits are imposed on the insurance coverage, then the amount of such limits must not be less than twice (2x) the amount of the limits required herein. All aggregates must be fully disclosed and the amount entered on the required Certificate of Insurance. Any notice given to ATTORNEY with respect to exhaustion of limits of insurance shall also be sent to UMC.
- F. ATTORNEY shall obtain and maintain, for the duration of this Agreement, the following insurance against claims which may arise from or in connection with the performance of the work hereunder by ATTORNEY, its agents, representatives, employees or subcontractors. The cost of such insurance shall be borne by ATTORNEY.
 - 1. Professional liability or errors and omissions insurance against claims for injuries or damages arising out of the Services rendered by ATTORNEY, its agents, representatives or employees pursuant to ATTORNEY's agreement with UMC.
 - a. ATTORNEY shall maintain policy limits of no less than One Million Dollars and Zero Cents (\$1,000,000.00).

- b. "Claims made" insurance coverage must continue for a period of three (3) years beyond the termination of this Agreement. Any retroactive date must coincide with or pre-date the beginning of this Agreement and may not be advanced without the written consent of UMC.

- G. If ATTORNEY fails to maintain the insurance coverage required herein, then UMC will have the option to declare ATTORNEY in breach, or may purchase replacement insurance or pay the premiums that are due on existing policies in order that the required coverage may be maintained. ATTORNEY is responsible for any expenses paid by UMC to maintain such insurance and UMC may collect the same from ATTORNEY or deduct the amount paid from any sums due to ATTORNEY under this Agreement.
- H. The insurance requirements specified herein do not relieve ATTORNEY of his responsibility or limit the amount of his liability to UMC or other persons, and ATTORNEY is encouraged to purchase such additional insurance as it deems necessary.

XVI. INDEMNIFICATION

Regardless of the coverage provided by any insurance policy, ATTORNEY shall indemnify, defend, and hold harmless UMC, its officers, agents, employees and volunteers from any and all claims, demands, actions, ATTORNEY's fees, costs and expenses based upon or arising out of alleged errors, omissions or acts of ATTORNEY or his principals, employees, subcontractors, or other agents while performing Services under this Agreement.

XVII. ETHICS OF ATTORNEY

ATTORNEY shall abide by and perform his duties in accordance with the ethics of the legal profession and all federal, state and municipal laws, regulations and ordinances regulating the practice of law.

XVIII. CONFLICTS

During the Term of this Agreement, ATTORNEY may not represent a client whose position may be adverse to Clark County or to UMC, and may not personally engage in litigation that is adverse to Clark County or to UMC, without obtaining UMC's Legal Department's prior written consent to the adverse representation in accordance with Nevada Rules of Professional Conduct 1.7 and 1.8.

XIX. INDEPENDENT CONTRACTOR

ATTORNEY is an independent contractor and not an employee of UMC. No permitted or required approval by UMC of documents or Services of ATTORNEY shall be construed as making UMC responsible for the manner in which ATTORNEY performs Services or for any negligence, errors or omissions of ATTORNEY. Such approvals are intended only to give UMC the right to satisfy itself with the quality of service performed by ATTORNEY.

XX. EXCLUSIVE BENEFIT OF THE PARTIES/NO THIRD PARTY RIGHTS

Except as specifically provided in this Section, this Agreement is not intended to create any rights, benefits, powers or interests to any third (3rd) party and this Agreement is entered into for the exclusive benefit of UMC and ATTORNEY. ATTORNEY acknowledges that UMC may enter, or has entered, into a separate self-insurance pooling agreement with other local government entities to mutually provide for liability coverage.

XXI. PUBLICITY

Neither UMC nor ATTORNEY shall cause to be published or disseminated any advertising materials, either printed or electronically transmitted which identify the other party or its facilities with respect to this Agreement without the prior written consent of the other party.

XXII. NON-DISCRIMINATION

Neither party shall discriminate against any person on the basis of age, color, disability, gender, handicapping condition (including AIDS or AIDS related conditions), national origin, race, religion, sexual orientation, gender identity or expression or any other class protected by law or regulation.

XXIII. SEVERABILITY

If any portion of this Agreement is found to be invalid, the remainder of this Agreement remains in effect.

XXIV. NOTICES

All notices required under this Agreement must be submitted in writing and delivered by U.S. mail, postage prepaid, certified mail, electronic mail or by hand delivery, and directed to the appropriate party as follows:

TO UMC: University Medical Center of Southern Nevada
Legal Department
Attn: James Conway, Esq.
1800 W. Charleston Blvd.
Las Vegas, NV 89102

TO ATTORNEY: Saltzman Mugan Dushoff, PLLC
Attn: Matthew T. Dushoff, Esq.
1835 Village Center Circle
Las Vegas, NV 89134

Either party may, at any time and from time to time, change its representative or address by written notice to the other.

XXV. TRAVEL POLICY

The following are the acceptable travel guidelines for reimbursement of travel costs:
Reimbursement shall only be for the contract personnel.

Transportation:

- Domestic Airlines (Coach Ticket). Number of trips must be approved by UMC.
- Personal Vehicle: UMC will not pay costs associated to driving a personal vehicle in lieu of air travel.

Meals: All meal charges will be paid up to and not to exceed \$50 per day. This includes a 15% tip.

Lodging: Lodging will either be booked by UMC or reimbursed for costs of a reasonable room rate plus taxes for Las Vegas, NV, not to exceed \$150 per night.

Rental Vehicles: One (1) automobile rental will be authorized per four (4) travelers. Rental must be mid-size or smaller. UMC will reimburse up to \$150 per week. Return re-fuel cap of \$50 per vehicle.

Each traveler shall submit the following documents in order to claim travel reimbursement. The documents shall be readable copies of the original itemized receipts with each traveler's full name. Only actual costs (including all applicable sales tax) will be reimbursed.

- Firm's Invoice
 - o With copy of executed Agreement highlighting the allowable travel
 - o List of travelers
 - o Number of days in travel status
- Hotel receipt
- Meal receipts for each meal
- Airline receipt
- Car rental receipt (identify driver and passengers)
- Airport parking receipt (traveler's Airport origin)
- Gas re-fuel upon return of rental vehicle capped at \$50 per vehicle
- Airport long term parking (only for economy rate)

The following are some of the charges that will NOT be allowable for reimbursement (not all inclusive).

- Personal vehicle (UMC will not pay costs associated to driving a personal vehicle in lieu of air travel)
- Excess baggage fares
- Upgrades for transportation, lodging, or vehicles
- Alcohol
- Room service
- In-room movie rentals
- In-room beverage/snacks
- Gas for personal vehicles
- Transportation to and from traveler's home and the airport
- Mileage
- Travel time

XXVI. PERSONNEL ONSITE

ATTORNEY shall abide by the relevant compliance policies of UMC, including its corporate compliance program, Vendor Access Roles and Responsibilities Policy, I-66 Policy and Code of Ethics, the relevant portions of which are available to ATTORNEY upon request, and UMC's Vaccine Policy, as may be amended from time to time, and must register through UMC's vendor management/credentialing system prior to arriving onsite at any of UMC's facilities. ATTORNEY's employees, agents, subcontractors and/or designees who do not abide by UMC's policies may be barred from physical access to UMC's premises.

XXVII. ENTIRE AGREEMENT

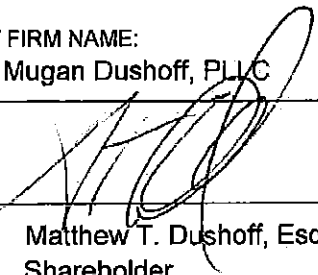
This Agreement constitutes the entire agreement between the parties and may only be modified, supplemented or amended by a written agreement signed by both parties.

XXVIII. EXECUTION

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed and intend to be legally bound thereby.

ATTORNEY FIRM NAME:

Saltzman Mugan Dushoff, PLLC

By: 

NAME: Matthew T. Dushoff, Esq.

TITLE: Shareholder

Date: August 4, 2022

UNIVERSITY MEDICAL CENTER OF SOUTHERN
NEVADA

By: _____

MASON VAN HOUWELING

CHIEF EXECUTIVE OFFICER

Date: _____

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
☐ Sole Proprietorship	☐ Partnership	☒ Limited Liability Company	☐ Corporation	☐ Trust	☐ Non-Profit Organization	☐ Other
Business Designation Group (Please select all that apply)						
☐ MBE	☐ WBE	☐ SBE	☐ PBE	☐ VET	☐ DVET	☐ ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
Number of Clark County Nevada Residents Employed:						
Corporate/Business Entity Name:		Saltzman Mugan Dushoff, PLLC				
(Include d.b.a., if applicable)		Saltzman Mugan Dushoff				
Street Address:		1835 Village Center Circle		Website: www.nvbusinesslaw.com		
City, State and Zip Code:		Las Vegas, NV 89134		POC Name: Matthew T. Dushoff, Esq.		
				Email: mdushoff@nvbusinesslaw.com		
Telephone No:		702-405-8500		Fax No: 702-405-8501		
Nevada Local Street Address:				Website:		
(If different from above)						
City, State and Zip Code:				Local Fax No:		
Local Telephone No:				Local POC Name:		
				Email:		

All entities, with the exception of publicly-traded and non-profit organizations, must list the names of individuals holding more than five percent (5%) ownership or financial interest in the business entity appearing before the Board.

Publicly-traded entities and non-profit organizations shall list all Corporate Officers and Directors in lieu of disclosing the names of individuals with ownership or financial interest. The disclosure requirement, as applied to land-use applications, extends to the applicant and the landowner(s).

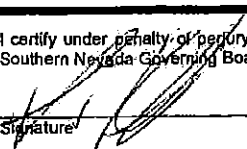
Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Matthew D. Saltzman	Manager	

This section is not required for publicly-traded corporations. Are you a publicly-traded corporation? ☐ Yes ☒ No

- Are any individual members, partners, owners or principals, involved in the business entity, a University Medical Center of Southern Nevada full-time employee(s), or appointed/elected official(s)?
☐ Yes ☒ No (If yes, please note that University Medical Center of Southern Nevada employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)
- Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a University Medical Center of Southern Nevada full-time employee(s), or appointed/elected official(s)?
☐ Yes ☒ No (If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)

I certify under penalty of perjury, that all of the information provided herein is current, complete, and accurate. I also understand that the University Medical Center of Southern Nevada Governing Board will not take action on land-use approvals, contract approvals, land sales, leases or exchanges without the completed disclosure form.

Signature:  Shareholder Title	Matthew T. Dushoff, Esq. Print Name August 4, 2022 Date
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List any disclosures below:
(Mark N/A, if not applicable.)