**ENGAGEMENT LETTER**

**Parties.** This agreement, executed on the day \_\_\_\_of November, 2020, confirms the engagement by MaineHealth (“ Client”) of Reliant Labor Consultants, LLC(“Reliant”) to provide certain Legal, Strategic Employment Relations and Professional Education Services, as set forth below.

**Confidentiality.** The Parties agree that communication between Reliant, its agents, contractors and employees, Client, and the Project Manager concerning services provided pursuant to this engagement is intended to be attorney-client privileged communication for the purpose of Client obtaining legal guidance and/or confidential attorney work product in preparation for potential litigation.

**Termination of Services and this Agreement.** The services may be terminated at any time and for any reason by either party. Within 48 hours of Notice of termination Reliant shall provide Client with all electronic documentation, information, analysis and documentation of activities undertaken under this Agreement.

**Litigation.**  Reliant shall also comply with instructions of Client and/or Project Manager regarding preservation of records in the event of litigation or threatened litigation.

**Scope of Services**. At the request of Client by and through the Project Manager described herein, Reliant shall perform the following services for Client:

1. Provide information and education to staff nurses through any or a combination of the following:
   1. a. live meetings with individual and groups of staff nurses
   2. b. Zoom or other video calls with staff nurses
   3. c. Preparing and showing brief video presentations to staff nurses
   4. d. Assisting the Project Manager with developing communications to staff nurses;

2. Train clinical leadership and staff during employee relations events;

3. Assist in development of strategy as identified by Client;

4. Provide support to Client as requested by Client, including in the event that a representation petition is filed;

5. Other related services as requested by Client;

6. Timely provide information to the Project Manager regarding the specific services rendered under this Agreement.

All such services shall be assigned to Reliant only by the Project Manager, and unless modified by amendment to this agreement, all such services shall be performed by the following Consultants:

Joseph Brock

Judith Dugal

Kirsten Johnson-Moore

And if available and as determined by the Project Manager

Carinna Hunt

**Fees/Hourly Rates:**  The Hourly rates for each Consultant identified in this Agreement shall be $325.00 ($315.00 for Judith Dugal) with the schedules be agreed upon by Client in advance of performing the work. Reliant and Client shall discuss and agree upon rates for such other Reliant Consultants as Client desires to engage through this agreement.

**Travel and Other Related Expenses.** Although many of the services may be performed remotely, Consultants shall be reimbursed for reasonable and customary expenses incurred by Consultant in representation of Client for any travel to Client’s location if requested by Client as provided below:

1. Hotel and parking at hotel if applicable;
2. Transportation (air tickets, taxis, parking, car rental, gas for rental cars, commuter rail, etc.) for any consultant assigned to the project;
3. Meals – $50/day.
4. Videos, if any shall, be billed at discount rates and billed directly by the multi­media firm.
5. *Travel time to the client from abroad, out of town, or hotel shall NOT be billable   
   – travel time between client sites is billable.*

**Invoices** Reliant shall submits invoices to the Client monthly, usually by the 15th of the month following the month services for which the invoice covers are rendered with a copy to Project Manager. The invoices are due and payable upon receipt, and past due after 30 days. All invoices shall include a detailed description of time and services provided and a detailed description of expenses incurred. At Client’s request, Reliant shall provide copies of expense receipts.

This letter agreement is the whole agreement between the parties, and is supported by good and valuable consideration as set forth herein. In reliance on the covenants set forth herein, Reliant is providing the Client the requested services and incurring expenses.

**Project Manager**, Notice and Contacts. The project manager designated by the Client shall be Stephen Silvestri, Esq. and such designees as he shall identify to Reliant. Invoices should be sent to:

Robert Frank, Esq

MaineHealth

110 Free St.

Portland, ME 04101

With a copy to Stephen Silvestri at

2800 Quarry Lake Drive, Suite 200, Baltimore, MD 21209

[Stephen.silvestri@jacksonlewis.com](mailto:Stephen.silvestri@jacksonlewis.com)

to his attention.

**Non-Disclosure:** Except as otherwise required by law, neither this agreement nor the services performed under shall be disclosed by Reliant to any third party without the prior written consent of Client.

Payment and notices to the Consultant should be sent to:

Reliant Labor Consultants

c/o Byron Clay

1011 Sonata Lane

Apollo Beach, FL 33572

A picture containing object, clock, light

Description automatically generatedWe have read and agreed to the above

Joseph Brock Date: 11/12/2020  
President,

Reliant Labor Consultants

On behalf of Client.

Robert Frank, General Counsel

MaineHealth

110 Free St.

Portland, ME 04101

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