



the alignment group
TRANSFORMING ISSUES INTO OPPORTUNITY

Letter of Engagement

Prepared for:

Stephanie Ledezma, Administrator

Chico Heights Rehabilitation & Wellness Centre, LP dba Autumn
Creek Post Acute



This letter shall set forth the terms and conditions of the agreement ("Letter of Engagement") between Chico Heights Rehabilitation & Wellness Centre, LP dba Autumn Creek Post Acute and The Alignment Group Association (TAG) concerning the engagement of TAG by Chico Heights Rehabilitation & Wellness Centre, LP dba Autumn Creek Post Acute to provide the services more specifically described above.

1. Engagement. Chico Heights Rehabilitation & Wellness Centre, LP dba Autumn Creek Post Acute hereby engages TAG to perform the services more specifically set forth in the initial project estimate attached hereto and incorporated herein by this reference.

2. Compensation. Chico Heights Rehabilitation & Wellness Centre, LP dba Autumn Creek Post Acute shall pay TAG the compensation set forth in the project estimate attached hereto and incorporated herein by this reference. TAG's hourly rates for its personnel are subject to change on an annual basis. Chico Heights Rehabilitation & Wellness Centre, LP dba Autumn Creek Post Acute shall be notified 30 days in advance of any new hourly rates adopted by TAG. Unless otherwise expressly set forth in the initial project estimate, any estimate of fees reflected shall reflect TAG's best calculation of the anticipated fees based on the facts and circumstances known to it at the time of this Letter of Engagement; however, Chico Heights Rehabilitation & Wellness Centre, LP dba Autumn Creek Post Acute shall pay the actual fees for services rendered by TAG based on the hourly rates set forth in schedule 1.

3. Expenses. Chico Heights Rehabilitation & Wellness Centre, LP dba Autumn Creek Post Acute shall pay the out-of-pocket expenses incurred by TAG in the performance of TAG's services. These expenses may include, among other items, travel expenses, copy services, postage, overnight or other delivery services, messenger service, conference calling, and other disbursements, and any other actual third-party costs and charges incurred on Chico Heights Rehabilitation & Wellness Centre, LP dba Autumn Creek Post Acute ' behalf. Unless otherwise expressly set forth in Schedule 1, all costs and charges will be billed at TAG's actual cost (except for travel by automobile – which is charged at the IRS rate --currently \$0.585 per mile).



4. Billing. TAG's itemized statements for services rendered and costs and charges incurred on Chico Heights Rehabilitation & Wellness Centre, LP dba Autumn Creek Post Acute 's behalf will be submitted to Chico Heights Rehabilitation & Wellness Centre, LP dba Autumn Creek Post Acute on a weekly basis. Chico Heights Rehabilitation & Wellness Centre, LP dba Autumn Creek Post Acute shall pay statements for services rendered and costs and charges incurred within thirty (30) days from the statement date. TAG agrees to promptly review each statement and raise any question or dispute within seven (7) days from the statement date. Interest at 18% per annum from the statement date may be charged on all statements not paid within thirty (30) days from the billing date. Furthermore, failure to timely pay any such statement within such thirty (30) day period will constitute a default by Chico Heights Rehabilitation & Wellness Centre, LP dba Autumn Creek Post Acute under this Letter of Engagement and grounds for TAG to immediately discontinue providing services hereunder. All payments shall be made in U.S. dollars. All charges and fees provided for in this Letter of Engagement are exclusive of and do not include any taxes, duties, or similar charges imposed by any government entity. Chico Heights Rehabilitation & Wellness Centre, LP dba Autumn Creek Post Acute agrees to pay or reimburse TAG for all federal, state, dominion, provincial, or local sales, use, ad valorem, personal property, excise or other taxes, fees, or duties arising from the services hereunder (other than taxes on the net income of TAG).

5. Retainer. TAG will require a \$10,000 retainer for this engagement.

6. Independent Contractor Relationship. In performing services under this Letter of Engagement, TAG is, and shall at all times be, acting and performing as an independent contractor with respect to Chico Heights Rehabilitation & Wellness Centre, LP dba Autumn Creek Post Acute and TAG and Chico Heights Rehabilitation & Wellness Centre, LP dba Autumn Creek Post Acute shall not be in the relationship of employer-employee, partners or joint venturers. TAG shall not participate in any benefits to which employees of Chico Heights Rehabilitation & Wellness Centre, LP dba Autumn Creek Post Acute may be entitled, and TAG shall be responsible for any and all state and federal tax or wage withholding which may be required in connection with the



compensation paid pursuant to this Letter of Engagement (including, without limitation, state and federal income tax, social security, worker's compensation, or any other required items). Chico Heights Rehabilitation & Wellness Centre, LP dba Autumn Creek Post Acute shall report all compensation paid by Chico Heights Rehabilitation & Wellness Centre, LP dba Autumn Creek Post Acute to TAG on an IRS Form 1099-MISC.

7. Confidential Information. TAG acknowledges that in rendering the services hereunder, TAG will have access to certain non-public information of Chico Heights Rehabilitation & Wellness Centre, LP dba Autumn Creek Post Acute, including without limitation, employee salaries, benefits and other private employee information and methods for conducting business, which are proprietary and confidential to Chico Heights Rehabilitation & Wellness Centre, LP dba Autumn Creek Post Acute and (collectively, "Confidential Information"). TAG agrees that all items of Confidential Information are proprietary to Chico Heights Rehabilitation & Wellness Centre, LP dba Autumn Creek Post Acute and shall remain the sole property of Chico Heights Rehabilitation & Wellness Centre, LP dba Autumn Creek Post Acute notwithstanding that TAG may have participated or will participate in the development of the Confidential Information. TAG further agrees to take all reasonable precautions to prevent any unauthorized disclosure of such Confidential Information.

8. Work Product. TAG has developed certain assessment tools, training programs, communications materials and other intellectual property developed by TAG independent of TAG's services for Chico Heights Rehabilitation & Wellness Centre, LP dba Autumn Creek Post Acute hereunder ("TAG Independent Resources"). TAG may customize the TAG Independent Resources for use with respect to the services provided to Chico Heights Rehabilitation & Wellness Centre, LP dba Autumn Creek Post Acute hereunder. All customized materials developed specifically for Chico Heights Rehabilitation & Wellness Centre, LP dba Autumn Creek Post Acute hereunder may be retained and used by Chico Heights Rehabilitation & Wellness Centre, LP dba Autumn Creek Post Acute during and after the term of this Letter of Engagement and shall be Chico Heights Rehabilitation & Wellness Centre, LP dba Autumn Creek Post Acute's Confidential Information; provided, however, Chico Heights Rehabilitation & Wellness Centre, LP dba Autumn Creek Post Acute acknowledges and agrees that the TAG Independent Resources are the sole and exclusive property of TAG, shall not constitute the Confidential



Information of Chico Heights Rehabilitation & Wellness Centre, LP dba Autumn Creek Post Acute and may be used by TAG for its business purposes.

9. Term of Engagement. The term of this Letter of Engagement shall commence as of the date this Letter of Engagement is executed by Chico Heights Rehabilitation & Wellness Centre, LP dba Autumn Creek Post Acute and delivered to TAG and, subject to earlier termination as hereinafter provided, shall continue until the completion of the services set forth above. Chico Heights Rehabilitation & Wellness Centre, LP dba Autumn Creek Post Acute may terminate this Letter of Engagement at any time upon 7 days' prior written notice. TAG may terminate this Letter of Engagement upon written notice if Chico Heights Rehabilitation & Wellness Centre, LP dba Autumn Creek Post Acute fails to timely pay TAG its fees and costs (or the retainer, if applicable) hereunder or, upon 7 days advance written notice, if Chico Heights Rehabilitation & Wellness Centre, LP dba Autumn Creek Post Acute breaches this Letter of Engagement or TAG believes Chico Heights Rehabilitation & Wellness Centre, LP dba Autumn Creek Post Acute is not following TAG's advice or any other fact or circumstance that would render TAG's continuing services to Chico Heights Rehabilitation & Wellness Centre, LP dba Autumn Creek Post Acute unlawful, unethical, or otherwise inappropriate in TAG's judgment. Upon the termination or expiration of this Letter of Engagement, the parties will return any written Confidential Information delivered by the other party and there shall be a complete and final accounting between the parties. Termination of this Letter of Engagement shall not relieve Chico Heights Rehabilitation & Wellness Centre, LP dba Autumn Creek Post Acute of its obligations to pay any amounts then due TAG.

10. Arbitration. Any dispute arising from or related to the enforcement or interpretation of this Letter of Engagement (including whether the dispute is arbitrable) shall be submitted to binding arbitration before one arbitrator at the Regional Office of the American Arbitration Association ("AAA") in California. The Commercial Rules of the AAA in effect at the time shall apply. The prevailing party shall be entitled to recover reasonable attorneys' fees and costs of arbitration. Any arbitration award may be entered in a court of competent jurisdiction.

11. Notices. All notices, demands, requests, consents, approvals or other communications (collectively "Notices") required or permitted to be given



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hereunder or which are given with respect to this Letter of Engagement shall be in writing and shall be personally served or deposited in the United States mail, registered or certified, return receipt requested, postage prepaid, or transmitted by facsimile, addressed pursuant to the contact information set forth herein, or to such other contact information as such party shall have specified most recently by written notice. Notice shall be deemed given on the date of service if personally served, upon confirmation of receipt if transmitted by facsimile, or on the third business day following the date mailed if delivered by United States mail. TAG's contact information shall be as set forth on the letterhead of this Letter of Engagement and Chico Heights Rehabilitation & Wellness Centre, LP dba Autumn Creek Post Acute ' contact information shall be as set forth below Chico Heights Rehabilitation & Wellness Centre, LP dba Autumn Creek Post Acute ' signature line.

12. Counterparts. This Letter of Engagement may be executed in counterparts and as executed shall constitute one agreement, binding on all parties, even though all parties do not sign the original or the same counterpart.

13. Entire Agreement. This Letter of Engagement constitutes the sole and entire agreement of the parties relating to the subject matter hereof. The provisions of this Letter of Engagement may not be amended, modified, waived or changed in any manner other than by the written agreement of the parties hereto.

Thank you for choosing our group as your partners in labor relations expertise. We look forward to a successful partnership.

Regards,

Gabrielle Shores
President, The Alignment Group

6501 E Greenway Pkwy Suite 103-114
Scottsdale, AZ 85254
480.221.9757 phone



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The Terms and conditions of this Letter of Engagement are accepted and agreed to this

27th day of June, 2025.

By: Stephanie Ledezma
Stephanie Ledezma, Administrator

6/27/25
Date

Chico Heights Rehabilitation & Wellness Centre, LP dba Autumn Creek Post Acute

By: Gabrielle Shores
Jun-28-2025 10:45:12 AM
Gabrielle Shores, President
The Alignment Group

Jun-28-2025

Date

SCHEDULE 1

Scope of Services/Compensation

Project Scope	Hourly Rate	

6501 E Greenway Pkwy Suite 103-114
Scottsdale, AZ 85254
480.221.9757 phone



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Design and delivery of on-site education of leadership and senior team strategic discussion	\$ 625/hour	
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Invoices shall be payable to:

The Alignment Group
6501 E Greenway Parkway, Ste 103-114
Scottsdale, AZ 85254

There is an 8-hour minimum for on-site work. TAG will make every effort to minimize expenses. Travel expenses are billed at cost and include but are not limited to:

1. Customary Travel and Living billed at cost.
2. Daily \$95 per diem to include meals, miscellaneous expenses

Billing questions should be directed to:

Gabrielle Shores - gabrielle@tagstrategists.com