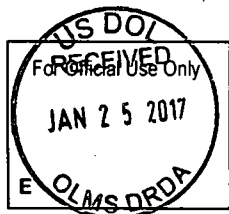


FORM LM-20

AGREEMENT AND ACTIVITIES REPORT

Form approved
Office of Management
and Budget
No. 1245-0003
Expires 10-31-2013



This report is mandatory under P.L. 86-257, as amended. Failure to comply may result in criminal prosecution, fines, or civil penalties as provided by 29 U.S.C. 439 or 440. Required of persons, including Labor Relations Consultants and Other Individuals and Organizations, Under Section 203(b) of the Labor-Management Reporting and Disclosure Act of 1959, as amended. (LMRDA)

631652

READ THE INSTRUCTIONS CAREFULLY BEFORE PREPARING THIS REPORT.

1. File Number: C- 00525

Person Filing

2. Name and mailing address (include ZIP Code):

Name

Title

Organization LRI Consulting Services, Inc.

P.O. Box, Bldg., Room No., if any

Street 7850 South Elm Place, Suite E

City Broken Arrow

State Oklahoma

ZIP Code + 4 74011

3. Any other address where records necessary to verify this report are kept:

Name

Title

Organization

P.O. Box, Bldg., Room No., if any

Street

City

State

ZIP Code + 4

4. Date fiscal year ends:

Dec / 31

5. Type of person:

a. ☐ Individual b. ☐ Partnership c. ☒ Corporation d. ☐ Other (Specify):

Nature of Agreement or Arrangement

6. Full name and address of employer with whom made (include ZIP Code):

Name

Organization Tallassee Health and Rehabilitation, LLC

Trade Name, if any

P.O. Box, Bldg., Room No., if any

Street 2639 Gilmer Ave

City Tallassee

State AL

ZIP Code + 4 36078

7. Date entered into:

10 / 12 / 2016

8. Name of person(s) through whom made:

Name Jan Stewart

Name

Name

Name

Name

Signatures

Each of the undersigned declares, under penalty of perjury and other applicable penalties of law, that all of the information submitted in this report (including the information contained in any accompanying documents) has been examined by the signatory and is, to the best of the undersigned's knowledge and belief, true, correct, and complete. (See Section VII on penalties in the instructions.)

13. Signed

President
(If other title, see
instructions)

Title CEO

14. Signed

Treasurer
(If other title, see
instructions)

Title President

On 1/4/2017

Date

918-455-9995

Telephone Number

On 1/4/2017

Date

918-455-9995

Telephone Number

158

9. Check the appropriate box to indicate whether an object of the activities undertaken, is directly or indirectly:

- a. ☒ To persuade employees to exercise or not to exercise, or persuade employees as to the manner of exercising, the right to organize and bargain collectively through representatives of their own choosing.
- b. ☐ To supply an employer with information concerning the activities of employees or a labor organization in connection with a labor dispute involving such employer, except information for use solely in conjunction with an administrative or arbitral proceeding or a criminal or civil judicial proceeding.

10. Terms and conditions (Explain in detail; see instructions. Written agreements must be attached.):

See Attached

Specific Activities to be Performed

11. For each activity, separately list in detail the information required (See instructions):

a. Nature of activity:

Engaged to communicate to employees regarding exercising their rights to organize and bargain collectively.

11.b. Period during which performed:

10/18-10/21/16

11.c. Extent performed:

Fully Performed

11.d. Name and address through whom performed:

Name Byron Clay

Organization BJC and Associates Inc

P.O. Box, Bldg., Room No., if any

Street 10108 Fehlberg Court

City St John

State IN ZIP Code + 4 46379

Additional Name and address through whom performed, if any:

Name

Organization

P.O. Box, Bldg., Room No., if any

Street

City

State ZIP Code + 4

12.a. Identify subject groups of employees:

various employees

12.b. Identify subject labor organizations:

pre-petition



Proposal

October 12, 2016

Jan Stewart
Vice President of Human Resources
Tallassee Health and Rehabilitation, LLC
2639 Gilmer Ave
Tallassee, AL 36078

205-343-7345
jan.stewart@nhsmgt.com

RE: Pre-Petition Campaign Consulting

Situation Assessment

You have requested a proposal detailing the elements and scope of a thorough assessment of your vulnerability to potential union organizing activity. We appreciate the opportunity and offer this proposal for conducting deep dive risk research, our expert assessment of those risks and actionable information you can rely on to inform your employee relations strategy and resource allocation decisions.

Proposed Intervention(s)

Our proven process includes direct employee feedback, first-level leaders' observations, and an assessment of external risks. Each distinct research stream contributes unique insight that informs a thorough and reliable assessment of the overall risk present (vulnerability).

Internal Risk Factors - Focus Groups:

Our process emphasizes the clarity and insight attainable only through direct employee interaction and feedback. There is no known substitute for the level of understanding a skilled researcher can acquire while exploring employees' concerns face to face. This critical element of the process ensures that we understand both the level of emotion associated with an issue and the degree to which that emotion is shared across the organization.

- Data on strengths and opportunities is collected directly from employees during small group meetings (10 -12 per focus group). Our consultant helps the group focus on their experiences at work, makes it safe to talk openly and manages expectations. The consultant socializes the event as an element of your employee relations or engagement strategy, or otherwise according to your preference.

Internal Risk Factors - MDI:

Our process also captures your first-level leaders' behavioral observations of your employees. Using this data, our proprietary Multi Dimensional Interview (MDI) technology generates an objective account of the risk present by evaluating the strength of five motivators that operate underneath presenting issues (what most people react to) and may lead a group to seek outside support.

- During structured interviews with first-level leaders, we explore the strengths and opportunities present in the work environment from their perspective - including those that impact them directly. We transition to the next phase of the interview by explaining its purpose and objective to ensure the leader is comfortable and willing to respond candidly. We then ask a series of questions focused on each employee in the leader's group. Interviews require approximately 90 minutes depending on the size of the leader's group. (This data is confidential and used only for MDI analysis.)

External Risk Factors - union activity, density and resources:

Our process also includes an assessment of the external risk factors present in the area surrounding your location(s). Our extensive databases allow us to efficiently research quantitative data regarding organized labor's activity, density and available resources. To determine the overall level of risk, the external risks in the environment near your operations must be known.

If requested, at the conclusion of the site visit we will provide an exit briefing for the local management team to review key findings and any preliminary recommendations. Following the site visit, we provide a comprehensive final report of our findings and the steps we recommend for reducing vulnerability at the subject location(s).

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Labor Relations Institute, Inc.

7850 S. Elm Place - Suite E
Broken Arrow, OK 74011



Objectives

Our objectives for this project include:

- Accurately assess the internal risk factors at your operation(s);
- Accurately assess the external risk factors at your operation(s);
- Define and report the overall vulnerability to union threats for your operation(s).

Value to Organization

The value to your company includes:

- The capability to quickly implement a best-in class vulnerability assessment strategy;
- You make better, more informed decisions about priorities and allocating resources to employee relations and gain confidence in your strategy for mitigating identified risks;
- Awareness of the external risks may inform your decisions about the value of your employment opportunity in the labor market;
- You demonstrate your commitment to positive employee relations by providing a safe opportunity for employees to share their opinions and ideas for improving their jobs and processes;
- A significantly greater probability that you avoid union intervention and secure the advantages of direct relationships employees.

Terms and Conditions

The fee for consulting is \$3,000 per consultant per day (plus travel expenses). For purposes of this proposal a consulting day means each calendar day worked by each consultant. If more than one consultant is working on your case the parties understand and agree that multiple consulting days may be worked on each calendar day.

Payment Terms

All fees are due upon the delivery of the consulting services and are nonrefundable. Consulting fees and expenses incurred by consultant will be billed to you and you agree to pay those invoices upon receipt and to settle those statements within 14 days. You agree and acknowledge that failure to pay fees or expenses associated with this project under these terms will result in reassignment of consultant(s), a penalty of the maximum allowable interest rate per month plus any costs we incur to collect an outstanding balance, until all outstanding invoices are paid in full.

It is further understood that all materials included in or with the above referenced items or programs are fully covered and protected by federal copyright laws. Federal law provides civil and criminal penalties for the unauthorized reproduction, distribution or exhibition of protected products.

You further acknowledge that no representation by LRI or its representatives were relied on by you or any member of your company in entering this agreement, and that this document represents the full understanding of the parties. You also acknowledge and agree that we have informed you of the obligation to report any direct persuader activity performed on your behalf to the United States Department of Labor by both our firm and your firm and that failure to timely file these reports can subject your company to criminal penalties. Further, you agree to make LRI aware of and share copies of any unfair labor practice charges and or objections and challenges to the conduct of an election alleging anything regarding speech or behavior, in any form, on the part of any LRI consultant.

Your payment, in the absence of your signature below, indicates your acceptance of this project and the terms and conditions as stated herein. The terms and conditions on this proposal are good for 90 days from the date on this proposal unless specified otherwise. The parties agree that Oklahoma law governs any dispute between them and to resolve any disputes by arbitration in Tulsa, Oklahoma under the American Arbitration Association rules.

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Broken Arrow, OK 74011



LRI Consulting Services, Inc.

phone 800-888-9115
fax 918-455-9998

www.LRIonline.com

Acceptance

We accept the Proposal above and the intervention selected:

_____ Deep Dive Vulnerability Assessment - Employee Focus Groups, MDI

For LRI Consulting Services, Inc.

Phillip B. Wilson, President/General Counsel

Date: October 12, 2016

For Tallassee Health and Rehabilitation, LLC

Jan Stewart, Vice President of Human Resources

Date:

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