



the alignment group

TRANSFORMING ISSUES INTO OPPORTUNITY

This letter shall set forth the terms and conditions of the agreement ("Letter of Engagement") between McLean Hospital and The Alignment Group Association (TAG) concerning the engagement of TAG by McLean Hospital to provide the services more specifically described above.

1. Engagement. McLean Hospital 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. McLean Hospital 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. McLean Hospital 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, McLean Hospital shall pay the actual fees for services rendered by TAG based on the hourly rates set forth in schedule 1.

3. Expenses. McLean Hospital 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 McLean Hospital's 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 \$0.575 per mile).

4. Billing. TAG's itemized statements for services rendered and costs and charges incurred on McLean Hospital's behalf will be submitted to McLean Hospital on a weekly basis. McLean Hospital 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

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





**the alignment group**

TRANSFORMING ISSUES INTO OPPORTUNITY

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 McLean Hospital 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. McLean Hospital 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 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 McLean Hospital and TAG and McLean Hospital shall not be in the relationship of employer-employee, partners or joint venturers. TAG shall not participate in any benefits to which employees of McLean Hospital 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). McLean Hospital shall report all compensation paid by McLean Hospital 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 McLean Hospital, including without limitation, employee salaries, benefits and other private employee information and methods for conducting business, which are proprietary and confidential to McLean Hospital and (collectively, "Confidential Information"). TAG agrees that all items of Confidential Information are proprietary to McLean Hospital and shall remain the sole property of McLean Hospital notwithstanding that TAG may have participated





**the alignment group**

TRANSFORMING ISSUES INTO OPPORTUNITY

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 McLean Hospital hereunder ("TAG Independent Resources"). TAG may customize the TAG Independent Resources for use with respect to the services provided to McLean Hospital hereunder. All customized materials developed specifically for McLean Hospital hereunder may be retained and used by McLean Hospital during and after the term of this Letter of Engagement and shall be McLean Hospital's Confidential Information; provided, however, McLean Hospital acknowledges and agrees that the TAG Independent Resources are the sole and exclusive property of TAG, shall not constitute the Confidential Information of McLean Hospital 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 McLean Hospital and delivered to TAG and, subject to earlier termination as hereinafter provided, shall continue until the completion of the services set forth above. McLean Hospital 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 McLean Hospital fails to timely pay TAG its fees and costs (or the retainer, if applicable) hereunder or, upon 7 days advance written notice, if McLean Hospital breaches this Letter of Engagement or TAG believes McLean Hospital is not following TAG's advice or any other fact or circumstance that would render TAG's continuing services to McLean Hospital 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 McLean Hospital 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





**the alignment group**  
TRANSFORMING ISSUES INTO OPPORTUNITY

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 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 McLean Hospital's contact information shall be as set forth below McLean Hospital's 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.




**the alignment group**  
TRANSFORMING ISSUES INTO OPPORTUNITY

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

**The Terms and conditions of this Letter of Engagement are accepted and agreed to this 11th day of October, 2021 City Belmont, State MA**

By:   
**Scott L. Rauch, MD, President & Psychiatrist in Chief**

10/15/2021

**Date**

McLean Hospital

By:   
**Gabrielle Shores, President**  
**The Alignment Group**

10/15/2021

**Date**

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



**the alignment group**  
TRANSFORMING ISSUES INTO OPPORTUNITY

### SCHEDULE 1

#### Scope of Services/Compensation

<i><b>Project Scope</b></i>	<i><b>Hourly Rate</b></i>	<i><b>Project Estimate</b></i>
Design and delivery of on-site education of leadership and senior team strategic discussion	\$ 400/hour	8-hour on site minimum

Retainer of \$10,000 will be due at signing and payable upon invoice to:

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

\*Travel expenses will be included for on-site work. TAG will make every effort to minimize expenses. Expenses are billed at cost and include but are not limited to:

1. Customary Travel and Living billed at cost.
2. Daily \$75 per diem to include meals, miscellaneous expenses

Billing questions should be directed to:

Gabrielle Shores - [gabrielle@tagstrategists.com](mailto:gabrielle@tagstrategists.com)  
Accounting - [tagstrategists@tksolutions.co](mailto:tagstrategists@tksolutions.co)

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