



EMPLOYEE RELATIONS, INC.

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AMERICAN HEALTH CARE ASSOCIATION MEMBER SERVICE AGREEMENT and CERTIFICATION

This Agreement is entered into between EMPLOYEE RELATIONS, INC. (hereinafter referred to as "ER") and the Employee Relations Network Member (hereinafter referred to as "Member") named on the last page of this Agreement.

ER offers a variety of human resource risk management services through its various affiliations, facilities, relationships, experts, professional associations, and other channels, collectively known as the Employee Relations Network™, and will assist Member to comply with various human resource rules and regulations.

Member as an employer has, or may from time to time have, a need for the full compliment of services provided by the Employee Relations Network™.

EMPLOYMENT RELATED BACKGROUND CHECKS

Member represents that it is an employer having a need for Investigative Consumer Reports (i.e., Background Checks) and/or Consumer Credit Reports (individually or collectively, "Consumer Report for Employment Purposes" or "report") in connection with the evaluation of individuals for employment, promotion, reassignment or retention as an employee. ER represents it has access to investigative consumer reports and information from one or more consumer credit reporting agencies and from other sources they believe to be reliable.

Permissible Use. Member certifies that it shall request a Consumer Report for Employment Purposes pursuant to procedures prescribed by ER only when it is considering the individual inquired upon for employment, promotion, reassignment, or retention as an employee, and for no other purpose.

Member agrees that it shall use the Consumer Report for Employment Purposes for its exclusive Employment Purposes only for a one-time use, and to hold the report in strict confidence, and not disclose it to any third parties not involved in the current employment decision. Information from the Consumer Report for Employment Purposes will not be used in violation of any applicable Federal or State law or regulation and that Member shall comply with all Federal and State laws and regulations affecting the requesting and use of Consumer Report for Employment Purposes. Member will maintain copies of all written authorizations for a minimum of five (5) years from the date of inquiry.

Compliance. Pursuant to the Fair Credit Reporting Act (15 U.S.C. § 1681 et seq.), and other applicable laws and regulations, Member certifies that it will not request a Consumer Report for Employment Purposes unless:

A clear and conspicuous disclosure/notification, in a form acceptable to ER, has been made in writing to the applicant within the statutory time period. The disclosure/notification shall advise the applicant of the nature and scope of the investigation; that Member utilizes the services of ER to prepare a Consumer Report for Employment Purposes; and include ER contact information (should the applicant be a victim of identity theft or desires to dispute information believed to be false or erroneous); and

The applicant has authorized, by signature, the procurement of the Consumer Report for Employment Purposes. Member further understands that statute may require the Member to provide the applicant with a copy of the Consumer Report for Employment Purposes. Member hereby authorizes ER, when requested by Member, to cause the report prepared by ER to be provided to the applicant within the applicable statutory timeframe. When the request is communicated to ER, all reports generated by ER will be sent to the applicant, at the address provided as their primary residence. ER shall utilize its best effort to make a good faith attempt to comply, in a timely manner, on Member's behalf.

By initialing below, ERN Member instructs ER NOT TO PROVIDE ANY REPORT and hereby accepts responsibility for providing applicants with required reports.

Adverse Employment Action. Pursuant to the Fair Credit Reporting Act (15 U.S.C. § 1681 et seq.), and other applicable laws and regulations, Member further certifies that before taking adverse action in whole or in part based on the Consumer Report for Employment Purposes, it will provide the applicant, if not provided previously, with:

A copy of the Consumer Report for Employment Purposes; and

A copy of the consumer's rights, in the format approved pursuant to the Fair Credit Reporting Act (Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq.) and other applicable laws and regulations.

Further legal duties are imposed upon employers taking Adverse Action on the basis of any information contained in consumer reports. ER may provide a means whereby Member may indicate that Adverse Action is contemplated with respect to a specific consumer/applicant for employment based upon information provided by ER. When Member indicates that Adverse Action is required respecting a specific consumer/applicant, ER will comply with the statutorily mandated mailing requirements on Member's behalf. When the request is communicated to ER, all reports generated by ER will be sent to the applicant, at the address provided as their primary residence. ER shall utilize its best effort to make a good faith attempt to comply, in a timely manner, on Member's behalf. For the purposes of this agreement, the term "Adverse Action" means a denial of employment or any other decision for employment purposes that adversely affects any current or prospective employee.

EMPLOYEE HOTLINE

ER provides a voice and electronic employee hotline program. The hotline provides a mechanism that permits an employee to bring a report to the attention of management. ER will not respond to the report and Member is solely responsible for the response. It is understood that ER provides the means for the Member to be made aware of various issues occurring in the workplace.

Member shall be responsible to designate, and communicate to ER the identity of, a member of management that will be responsible to receive, read, and respond to incident reports submitted by Member employees. ER does not purport to provide legal services, advice, or content and does not provide such services or content as part of the hotline service.

MISCELLANEOUS PROVISIONS

Use of Proprietary Information. Member promises that the information contained in ER reports shall be maintained under the strictest standards of confidence and will only be accessed or used for legitimate business purposes.

Limitation of Liability. While ER uses state-of-the-art equipment and employs high security protocols to protect Member information, it is possible, as with any electronic system, that confidential information processed over the internet or located on ER's servers may be compromised in some form or otherwise made the subject of unauthorized access, release or disclosure. Member agrees that ER shall not be liable in such cases of unauthorized access, disclosure or release. Member agrees that ER is not liable under any legal theory for incidental or consequential damages arising out of the services provided by ER. Any claimed damages must be direct and reasonably foreseeable flowing directly from the breach of this Agreement and are limited in amount to the dollar amount paid by the Member to ER during the term of this Agreement for services. Furthermore, ER shall not be responsible, or liable, under any legal theory for claims based upon the content of material(s) provided by the Member for Member specific policies, including but not limited to employee and safety handbooks. Such materials and the legality of the content of such materials are the sole responsibility of the Member or the provider of such material(s). Access and use of any ER online resources, by any user account created specifically for Member, shall also be bound by the Terms and Conditions, which can be found at <https://www.erelations.com/members>.

ER shall use good faith in attempting to obtain information from sources deemed reliable, but does not guarantee the accuracy of the information reported, but only that it is accurately copied from public records. In no event shall ER be held liable in any manner whatsoever for any loss or injury to Member resulting from ER's failure to perform any obligation described in this Agreement or from the obtaining or furnishing of such information; and further, Member agrees to hold ER harmless and indemnify it from any and all claims, losses, and damages arising out of alleged liability or failure of Member to keep and perform any of its obligations described in this Agreement.

Binding Arbitration of All Disputes. Member and ER acknowledge that this Agreement implicates that interstate commerce will be provided and each agree to utilize a system of alternative dispute resolution which involves binding arbitration to resolve all disputes which may arise out of this Agreement or the services provided by ER. Member and ER agree that any claim, dispute, and/or controversy which would otherwise require or allow resort to any court or other governmental dispute resolution forum between Member and ER (or their owners, directors, officers, managers, employees, or agents) arising from, related to, or having any relationship or connection whatsoever with this Agreement or with the service provided by ER, whether based on tort, contract, statutory, or equitable law, or otherwise, shall be submitted to and determined exclusively by binding arbitration under the Federal Arbitration Act, in conformity with the procedures of the California Arbitration Act (Cal. Code Civ. Proc. sec 1280 et seq., including section 1283.05 and all of the Act's other mandatory and permissive rights to discovery). ER and the Member understand that by agreeing to this binding arbitration provision, both Member and ER give up their rights to trial by jury.

Disclaimer. Member acknowledges that ER is not a provider of legal services. The services provided by ER should not be construed as providing legal advice to any person or entity and should not be used as a substitute for obtaining legal advice from counsel.

Month to Month Agreement. The term of this Agreement shall be month to month and shall remain in force and effect until terminated. This Agreement may be terminated by either party at any time, upon written notice. It is expressly understood that should Member violate any term of this Agreement, or a legal requirement, or a material change in existing legal requirement that adversely affects this Agreement, ER may, upon its election, discontinue serving Member and cancel the agreement immediately.

Fee for Services. Member shall be billed for services according to the attached service fee schedule, which has been established by contract with the American Health Care Association (AHCA) and the National Center for Assisted Living (NCAL). Member agrees to pay ER upon receipt of an invoice for services rendered during the previous thirty (30) day period according to the current fee schedule in effect. With just cause, such as delinquency or violation of the terms of this contract or a legal requirement, ER may, upon its election, discontinue serving Member and cancel this Agreement immediately.

Integration. This Agreement sets forth the entire agreement between ER and the Member with regard to the subject matter of this Agreement. All agreements, covenants, representations and warranties, express or implied, oral and written, of the parties with regard to the subject matter of this Agreement are contained in this Agreement, in the Exhibits to this Agreement, if any, and the documents referred to or implementing the provisions of this Agreement. No other agreements, covenants, representations or warranties, express or implied, oral or written, have been made by either party to the other with respect to the subject matter of this Agreement. All prior and contemporaneous conversations, negotiations, covenants and warranties with respect to the subject matter of this Agreement are waived, merged in this Agreement and superseded by this Agreement. This is an integrated agreement.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the date and year first above written.

Entered into on this _____ Day of _____, 2____ BY:

"Employee Relations Network Member"

Employee Relations. Inc.

Print Name

Print Name

Signature

Signature

Title

Title

NATURE OF BUSINESS: _____