

# Applicant Packet

We appreciate your interest in employment. This applicant packet requests information from you we need to consider for the employment process. Please provide complete and accurate information.

This packet includes an Employment Application, an Authorization for Background Checks, and Employment Dispute Resolution Program Acknowledgement. When completed, the information submitted for the Authorization for Background Checks will be kept separately from the Employment Application.

**The Company is an equal opportunity employer and complies with all federal and state laws that forbid discrimination.**

# EMPLOYMENT APPLICATION

PERSONAL INFORMATION			
Date			
Name (Last)		(First)	(Middle)
Current Address			Phone Number
City	State	Zip Code	County

POSITION DESIRED				
Position Applying For		<input type="checkbox"/> Full-Time	<input type="checkbox"/> Temporary	<input type="checkbox"/> Other
		<input type="checkbox"/> Part-Time	<input type="checkbox"/> Per Diem/PRN	
Salary Desired	Date Available to Start	Shift Preference		
		<input type="checkbox"/> Day	<input type="checkbox"/> Night	<input type="checkbox"/> Any
		<input type="checkbox"/> Evening	<input type="checkbox"/> Weekend	
Have You Ever Worked For This Employer?		If Yes, When And Where?		
<input type="checkbox"/> Yes <input type="checkbox"/> No				
Have You Ever Applied To This Employer?		If Yes, When And Where?		
<input type="checkbox"/> Yes <input type="checkbox"/> No				
Do You Know Anyone Who Works For The Employer?		<input type="checkbox"/> Yes	<input type="checkbox"/> No	
If Yes, Please Identify:				
Do you have a valid driver's license (only for jobs where driving a vehicle are an essential function)?				
<input type="checkbox"/> Yes <input type="checkbox"/> No				
How Did You Hear About Us?				
<input type="checkbox"/> Newspaper Ad	<input type="checkbox"/> School Recruiting	<input type="checkbox"/> CNA Program		
<input type="checkbox"/> Internet Ad	<input type="checkbox"/> Job Fair	<input type="checkbox"/> Open House		
<input type="checkbox"/> Placement Agency	<input type="checkbox"/> Community Agency	<input type="checkbox"/> Other _____		
<input type="checkbox"/> Employee Referral	<input type="checkbox"/> Walk-in	_____		

WORK AUTHORIZATION	
Are you legally authorized to work in the USA?	
<input type="checkbox"/> Yes <input type="checkbox"/> No	
To comply with the Immigration Reform And Control Act, if you are hired you will be required to provide documents to establish your identity and your authorization to work in the USA. Such documents will be required within the first three (3) business days following your hire or upon your first workday if your employment will be less than three (3) days.	

**RECORD OF EDUCATION**

	Name and Address of School(s)	Number of Years Completed		Type of Degree / Diploma Received or Expected	Major / Minor Fields of Study
<b>High School (Last Attended)</b>					
<b>Colleges / Universities</b>					
<b>Graduate School</b>					
<b>Other (Business, Technical, Secretarial, etc.)</b>					

Please list any professional affiliations or accreditations that have a direct bearing upon your qualifications for the job for which you are applying (including all licenses and certifications). You may exclude affiliations which might indicate race, color, religion, ancestry, sex, sexual orientation, national origin, pregnancy, age, disability, veterans status, marital status, medical condition, or any other protected classification.

Have you ever had your professional license or certification suspended, revoked or restricted?  yes  no  
If yes please explain.

Do you have any special skills or abilities that directly relate to the job for which you are applying?

Have you ever been convicted of a felony? [Note: Do not answer "Yes" or provide any information regarding convictions that have been sealed, expunged, dismissed or otherwise eradicated by statute or court order, or any conviction for a marijuana offense if the conviction is two or more years old. Also, do not answer "Yes" or provide any information pertaining to referral to and/or participation in any pre-trial or post-trial diversion program. A conviction may be relevant if job-related, but does not necessarily bar you from employment.]  Yes  No

Is there a pending criminal charge against you for which you are currently out on bail or on your own recognizance pending trial?  Yes  No

If you answered yes to the questions above, please explain on the other side or on a separate piece of paper. A conviction, or pending charge will not necessarily disqualify you from employment. Each conviction or pending charge will be evaluated on its own merits with respect to time, circumstances and seriousness in relation to the job applied for. In addition, certain State laws may bar your employment.

**WORK EXPERIENCE (Most Recent Experience First)**

<b>1. NAME AND ADDRESS OF EMPLOYER</b>	<b>STARTING POSTION</b>		<b>ENDING POSITION</b>
_____ _____ _____			
<b>FROM</b> MO ____ YR ____ <b>TO</b> MO ____ YR ____ <b>PHONE NUMBER</b> Area Code (        )	<b>SALARY</b>		<b>NAME AND TITLE OF SUPERVISOR</b>
	<b>Beginning</b>	<b>Ending</b>	<b>REASON FOR LEAVING</b>
			ELIGIBLE FOR REHIRE? <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>2. NAME AND ADDRESS OF EMPLOYER</b>	<b>STARTING POSTION</b>		<b>ENDING POSITION</b>
_____ _____ _____			
<b>FROM</b> MO ____ YR ____ <b>TO</b> MO ____ YR ____ <b>PHONE NUMBER</b> Area Code (        )	<b>SALARY</b>		<b>NAME AND TITLE OF SUPERVISOR</b>
	<b>Beginning</b>	<b>Ending</b>	<b>REASON FOR LEAVING</b>
			ELIGIBLE FOR REHIRE? <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>3. NAME AND ADDRESS OF EMPLOYER</b>	<b>STARTING POSTION</b>		<b>ENDING POSITION</b>
_____ _____ _____			
<b>FROM</b> MO ____ YR ____ <b>TO</b> MO ____ YR ____ <b>PHONE NUMBER</b> Area Code (        )	<b>SALARY</b>		<b>NAME AND TITLE OF SUPERVISOR</b>
	<b>Beginning</b>	<b>Ending</b>	<b>REASON FOR LEAVING</b>
			ELIGIBLE FOR REHIRE? <input type="checkbox"/> YES <input type="checkbox"/> NO

MAY WE CONTACT YOUR **CURRENT** EMPLOYER LISTED ABOVE?  YES  NO

USE THIS SPACE TO DESCRIBE ANY PREVIOUS WORK HISTORY AND /OR TO DETAIL PARTICULAR JOB RESPONSIBILITIES LISTED ABOVE YOU BELIEVE IS IMPORTANT OR SHOULD BE CONSIDERED. INCLUDE ANY ADDITIONAL INFORMATION YOU FEEL MAY BE RELEVANT TO THE JOB FOR WHICH YOU ARE APPLYING. (YOU MAY EXCLUDE AFFILIATIONS WHICH MIGHT INDICATE RACE, COLOR, RELIGION, ANCESTRY, SEX, SEX ORIENTATION, NATIONAL ORIGIN, AGE, DISABILITY, VETERANS STATUS, MARITAL STATUS, MEDICAL CONDITION, OR ANY OTHER PROTECTED CLASSIFICATION.)

LIST ANY ADDITIONAL REFERENCES

**IMPORTANT INFORMATION - PLEASE READ CAREFULLY AND SIGN BELOW**

I hereby certify that all of the information in this application is complete and accurate to the best of my knowledge and belief. I understand and agree that any omissions or false or inaccurate statements in my application or interview may be justification for refusal to hire or termination of employment if I am hired.

I hereby authorize the Employer and/or its representatives to conduct background checks, investigate all references, contact all prior employers and to secure additional information about me concerning my qualifications for the position applied for. I hereby release from liability the Employer and its representatives for seeking such information.

I acknowledge that the Employer requires as part of the employment application process that I submit to a pre-employment substance abuse test, and I authorize the Employer and/or its representatives to conduct such test. I hereby release from liability the Employer and its representatives from conducting and relying upon the results of the pre-employment substance abuse test.

I hereby authorize all prior employers, schools, credit bureaus, Social Security Administration, law enforcement agencies, consumer reporting agencies, investigative companies and any other persons, companies or governmental or other agencies to give the Employer any and all information concerning my previous employment and any pertinent information they may have, personal or otherwise, concerning my qualifications for the position applied for. I release all persons or entities from all liability for any damage or injury that may result from furnishing information to the Employer. I also release the Employer and all of its employees from all liability for any damage or injury that may result from reliance on the information furnished.

I understand and agree that nothing contained in this application packet or in the hiring process is intended to create an employment contract. I understand that no representation, whether oral or written, by any representative or agent of the Employer, at any time, can constitute an implied or express contract of employment. If I am offered and accept employment, I agree to abide by the Employer's policies and procedures and employee handbook. I understand and agree that if hired, my employment is at-will and, therefore, my employment can terminate, with or without cause, at any time at my option or the option of the Employer. I further understand while my salary, benefits and other terms and privileges of employment are subject to change at any time at the discretion of the Employer, except as modified in a written agreement signed by me and the President of the Employer, no representative of the Employer has any authority to make, and I agree not to rely upon, any representations or agreements contrary to at will employment.

I understand and agree that I must meet all the physical standards established by the Employer to perform the essential functions of any job for which I am offered employment. I understand that if offered employment I am required to complete a Post-Offer Pre-Employment Health Questionnaire. I also understand that during employment I might from time to time be subjected to physical examinations and/or physical ability tests to demonstrate that I can perform the essential functions of my job.

The Employer reserves the right to conduct searches on Employer property or of the Employer's property, vehicles and/or equipment at any time. I further understand that if I refuse to submit to a Employer search I may be terminated.

I understand and agree that this application will remain active for 90 days. If I still want to be considered for a position with the Employer after this application expires, it is my responsibility to complete a new application.

For California applicants only: I acknowledge that in connection with my application for employment or subsequent employment, the Employer may collect, assemble, evaluate, compile, report, transmit, transfer or communicate information on my character, general reputation, personal characteristics or mode of living which are matters of public record without using a third party investigative consumer reporting agency. Matters of public record are defined as records documenting an arrest, indictment, conviction, civil judicial action, tax lien or outstanding judgment.

I understand that such public record information generally must be disclosed to me within seven days of the date the information is received, regardless of whether it is received orally or in writing. I understand I may waive my right to receive such information.

By checking this box , I hereby waive my right to any such disclosure.

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date

## Employment Dispute Resolution Program Agreement

---

The Employer is committed to building positive employee relations, encouraging open communication and respecting the rights and dignity of our employees. We recognize, however, that problems may arise in work relationships. The Employer's Employment Dispute Resolution (EDR) Program provides a process for resolving employment problems. The EDR Program has four steps: (1) **Open Door**; (2) **Facilitation**; (3) **Mediation**; and (4) **Arbitration**. The EDR Program ensures a fair resolution to disputes and is often a much faster and less expensive process. No remedies that otherwise would be available to you or the Employer in a court of law will be forfeited by virtue of the agreement to use and be bound by the EDR Program. If you wish to be considered for employment, you must read and sign the following agreement binding you to use the EDR Program to resolve disputes. An EDR Program booklet describing the program in detail is available where you obtained the Applicant Packet.

I recognize that differences may arise between the Employer and me during my application process or employment with the Employer. I recognize that it is in our mutual best interests that disputes be resolved in a manner that is fair, private, expeditious, economical, final, and less burdensome and adversarial than litigation in court. Therefore, both the Employer and I agree to resolve all claims, controversies or disputes relating to my application for employment, my employment and/or the termination of my employment with the Employer exclusively through the Employer's Employment Dispute Resolution Program. By way of example only, such claims include claims under federal, state and local statutory, regulatory or common law, such as Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, the American with Disabilities Act, the Family and Medical Leave Act, claims for wrongful discharge, claims for public policy violations, and claims under the law of contracts and the law of torts.

I understand and agree that the last step of the EDR Program is final and binding arbitration by a neutral arbitrator. I understand and agree that this mutual agreement to use the EDR Program and to arbitrate claims means that the Employer and I are bound to use the EDR Program as the only means of resolving employment related disputes and to forego any right either may have to a jury trial. I further understand and agree that if I file a lawsuit regarding a dispute arising out of or relating to my application for employment, my employment or the termination of my employment, the Employer may use this Agreement in support of its request to the court to dismiss the lawsuit and require me to use the EDR Program instead.

I understand that my signature to this Agreement does not guarantee that the Employer will offer me employment. If the Employer offers me employment and I become employed at the Employer, this Agreement does not alter the "at-will" status of my employment. I understand that no representative of the Employer, other than the CEO of the Employer or above, has the authority to make any agreement contrary to the foregoing or to alter the Employer's EDR Program.

I understand that the EDR Program affects my legal rights. I also understand that I may obtain a copy of the EDR Program booklet and seek legal advice before signing this Agreement.

I certify that I have read this Agreement, I have had an opportunity to ask questions regarding its content, I understand this Agreement, I believe it to be fair, and I voluntarily enter into this Agreement.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Location

# KROLL

## DISCLOSURE AND AUTHORIZATION TO OBTAIN INFORMATION

In connection with my suitability for employment with Skilled Healthcare, LLC, or an affiliate of Skilled Healthcare, LLC ("Company"). I authorize them to request a consumer and/or investigative consumer report on me for employment purposes from **KROLL BACKGROUND AMERICA, INC.** ("Kroll"). Such reports may include, but are not limited to, information as to my character, general reputation, personal characteristics, and mode of living; discerned through employment and education verifications; personal references and interviews; my personal credit history based on reports from any credit bureau; my driving history, including any traffic citations; workers' compensation records after a conditional job offer has been extended and to the extent permitted by law; a social security number trace; present and former addresses; criminal and civil history/records; and any other public record.

I authorize any person, business entity or governmental agency that may have information relevant to the above to disclose the same to Company and Kroll, including, but not limited to, any and all courts, public agencies, law enforcement agencies and credit bureaus. I authorize Company to share such information only with parties in interest who have a "need to know" such information to protect them and their employees. Kroll does not sell or otherwise provide any of the information found in its background investigations to any party other than the Company.

I understand that I am entitled to a complete and accurate disclosure of the nature and scope of any consumer report of which I am the subject upon my written request to Kroll. I also understand that I may receive a written summary of my rights under 15 U.S.C. § 1681 et. seq. I agree that this authorization shall remain valid for the duration of my employment with Company. I certify that the information contained on this Authorization form is true and correct and that my application or employment may be terminated based on any false, omitted or fraudulent information.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

---

### IDENTIFYING INFORMATION FOR CONSUMER REPORTING AGENCY

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ Middle: \_\_\_\_\_

Other Names Used \_\_\_\_\_ Years Used \_\_\_\_\_

**PLEASE LIST ALL ADDRESSES FOR LAST SEVEN (7) YEARS** (If you need additional space please use the back of this form)

Current Address: \_\_\_\_\_  
Street /P. O. Box      City      State      Zip Code      County      Dates

Former Address: \_\_\_\_\_  
Street /P. O. Box      City      State      Zip Code      County      Dates

Former Address: \_\_\_\_\_  
Street /P. O. Box      City      State      Zip Code      County      Dates

Former Address: \_\_\_\_\_  
Street /P. O. Box      City      State      Zip Code      County      Dates

Social Security Number: \_\_\_\_\_ Daytime Phone Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_ Driver's License Number: \_\_\_\_\_ State of Issuance: \_\_\_\_\_

\*Date of Birth: \_\_\_\_\_ \*Gender \_\_\_\_\_

**For CA, MN & OK Residents Only: Please provide me with a copy of my background report YES:  NO**

For California residents: Under § 1786.22 of the California Civil Code, you may view the file maintained on you by Kroll. You may also obtain a copy of this file, upon submitting proper identification and paying the costs of duplication services, by submitting a request by mail, by appearing at Kroll's offices in person during normal business hours and on reasonable notice, or you may also receive a summary of the file by telephone after submitting a written request. Kroll has trained personnel available to explain your file to you and will provide a written explanation of any coded information. If you appear in person, you may be accompanied by one other person, provided that person furnishes proper identification. Kroll is located at 100 Centerview Drive, Suite 300, Nashville, TN 37214 and may be contacted at 1(888) 381-7866.

\*Providing year of birth and gender is strictly voluntary. This information will enable us to properly identify you in the event we find adverse information during the course of a background search.

Copyright © 2008 Kroll Background America, Inc. All Rights Reserved.

## A Summary of Your Rights Under the Fair Credit Reporting Act

The Federal Fair Credit Reporting Act (FCRA) is designed to promote accuracy, fairness, and privacy of information in the files of every “consumer reporting agency” (CRA). There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Below is a summary of your major rights under the FCRA. For more information, including information about additional rights, go to [www.ftc.gov/credit](http://www.ftc.gov/credit) or write to Consumer Response Center, Room 130-A, Federal Trade Commission, 600 Pennsylvania N.W., Washington, D.C. 20580.

- **You must be told if information in your file has been used against you.** Anyone who uses information from a credit report or another type of consumer report to deny your application for credit, insurance or employment, - or to take another adverse action against you - must tell you, and must give you the name, address, and phone number of the agency that provided the information.
- **You can find out what is in your file.** You may request and obtain all the information about you in the files of a consumer reporting agency (your “file disclosure”). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:
  - a person has taken adverse action against you because of information in your credit report;
  - you are the victim of identity theft and place a fraud alert in your file
  - your file contains inaccurate information as a result of fraud;
  - you are on public assistance;
  - you are unemployed but expect to apply for employment within 60 days.

In addition, all consumers will be entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See [www.ftc.gov/credit](http://www.ftc.gov/credit) for additional information.

- **You have the right to ask for a credit score.** Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.
- **You have the right to dispute incomplete or inaccurate information.** If you identify information in your file that is incomplete or inaccurate, and report it to the consumer reporting agency, the agency must investigate unless your dispute is frivolous. See [www.ftc.gov/credit](http://www.ftc.gov/credit) for an explanation of dispute procedures.

- **Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information.** Inaccurate, incomplete, or unverifiable information must be removed or corrected, usually within 30 days. However a consumer reporting agency may continue to report information it has verified as accurate.
- **Consumer reporting agencies may not report outdated negative information.** In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than ten years old.
- **Access to your file is limited.** A consumer reporting agency may provide information about you only to people with a valid need – usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.
- **You must give your consent for reports to be provided to employers.** A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to [www.ftc.gov/credit](http://www.ftc.gov/credit).
- **You may limit “prescreened” offers of credit and insurance you get based on information in your credit report.** Unsolicited “prescreened” offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address from the lists these offers are based on. You may opt-out with the nationwide credit bureaus at 1-888-5-OPTOUT (1-888-567-8688).
- **You may seek damages from violators.** If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.
- **Identity theft victims and active duty military personnel have additional rights.** For more information, visit [www.ftc.gov/credit](http://www.ftc.gov/credit).

**States may enforce the FCRA, and many states have their own consumer reporting laws. In some cases, you may have more rights under state law. For more information, contact your state or local consumer protection agency or your state Attorney General. Federal enforcers are:**

TYPE OF BUSINESS:	PLEASE CONTACT:
Consumer Reporting Agencies, creditors and others not listed below	Federal Trade Commission Consumer Response Center - FCRA Washington, DC 20580 * 877-382-4357
National banks, federal branches/agencies of foreign banks (word "National" or initials "N.A." appear in or after bank's name)	Office of the Comptroller of the Currency Compliance Management, Mail Stop 6-6 Washington, DC 20219 * 800-613-6743
Federal Reserve System member banks (except national banks, and federal branches/agencies of foreign banks)	Federal Reserve Board Division of Consumer & Community Affairs Washington, DC 20551 * 202-452-3693
Savings associations and federally chartered savings banks (word "Federal" or initials "F.S.B." appear in federal institution's name)	Office of Thrift Supervision Consumer Complaints Washington, DC 20552 * 800-842-6929
Federal credit unions (words "Federal Credit Union" appear in institution's name)	National Credit Union Administration 1775 Duke Street Alexandria, VA 22314 * 703-519-4600
State-chartered banks that are not members of the Federal Reserve System	Federal Deposit Insurance Corporation Consumer Response Center, 2345 Grand Avenue, Suite 100 Kansas City, MO 64108-2638 * 877-275-3342
Air, surface, or rail common carriers regulated by former Civil Aeronautics Board or Interstate Commerce Commission	Department of Transportation Office of Financial Management Washington, DC 20590 * 202-366-1306
Activities subject to the Packers and Stockyards Act, 1921	Department of Agriculture Office of Deputy Administrator - GIPSA Washington, DC 20250 * 202-720-7051