

Employment Application

Facility Applying to: _____

We offer Paid Time Off, free meals, year-end bonuses, competitive wages, and direct deposit of paychecks

It is our policy to comply with all local, state and federal laws prohibiting discrimination in employment based on age, race, color, creed, religion, national, origin, disability, sex or any other legally protected status. We are an equal opportunity employer. Equal access to programs, services and employment is available to all persons. Any applicant requiring an accommodation with respect to this process should notify the Director of the facility.

All candidates for employment must complete the application for employment form in its entirety, even if resume is attached. The application must be signed. Incomplete applications will not be accepted. Any misrepresentations made on the application may result in not being hired or involuntary separation from company service if employment has begun.

All information provided by me in support of my application for employment is true and correct to the best of my knowledge. I understand that misrepresentations or omissions may be cause for rejection or may be cause for subsequent dismissal if I am hired.

Name: _____
(Last, First, Middle)

Address: _____
(Street, City, State, Zip Code)

Home Telephone Number: _____ Alternate: _____

Position applied for: _____ Date: _____

What schedule are you available for work? _____ FT _____ PT _____ Temporary

Number of hours per week: _____

Date available for employment: _____

Shift Preference: _____ 1st _____ 2nd _____ 3rd _____ Rotating

Would you consider working weekends & holidays? _____

Salary Requirements: _____

Have you ever applied for work at Vicinia Gardens Assisted Living of Fenton, LLC, Vicinia Gardens Memory of Fenton, LLC/Vicinia Gardens Transition, LLC- (Intermediate Care) or Eley Acres Assisted Living and Memory Care, LLC (Vicinia Gardens of Otsego)

_____Yes_____No

Have you ever been employed by Vicinia Gardens Assisted Living of Fenton, LLC, Vicinia Gardens Memory of Fenton, LLC/Vicinia Gardens Transition, LLC or Vicinia Gardens of Otsego, LLC?

_____Yes_____No

If you are under 18 years of age, can you provide proof of employment eligibility?

_____Yes_____No

Are you a U.S. citizen or an alien authorized to work in the U.S.? _____Yes_____No
(Proof of citizenship or immigration status will be required upon employment)

Vicinia Gardens Assisted Living of Fenton, LLC, Vicinia Gardens Memory of Fenton, LLC/ Vicinia Gardens Transition, LLC and Vicinia Gardens of Otsego, LLC conducts random drug screening.

Are you willing to submit to a drug test? _____Yes_____No

Education & Training

	High School	College	Professional
Name/Location			
Course(s) of Study			
Graduated (Y/N)			

Employment History

Employer Name City/State Phone Number	Dates of Employment (From/To)	Position/Job	Rate of Pay	Reason for Leaving

Have you ever been fired, discharged, or asked to resign? _____yes _____no

References

Name	Phone Number	Years Known

May your current supervisor and any reference or individuals associated with your current employer be contacted? _____yes _____no

*I understand that if I am employed, any misrepresentation or material misrepresentation made by me on this application will be sufficient cause from cancellation of this application or immediate discharge from the employer's service whenever it is discovered.

*I agree that any lawsuit arising out of my employment with, or my application for employment with the Company or any facility, or any of its subsidiaries must be filed within twelve months after the date the employment action that is the subject of the lawsuit, or a limitations period provided by law, whichever time period is less. While I understand that the statute of limitations for claims arising out of an employment action may be longer than twelve months, I agree to abide by the twelve-month period of limitations set forth herein and I WAIVE ANY STATUTE OF LIMITATIONS TO THE CONTRARY.

* I give the employer the right to contact and obtain information from all references, employers, and educational institutions and to otherwise verify the accuracy of the information contained in this application. I specifically authorize the employer to conduct a criminal background check to confirm the information that I have given concerning my criminal history. I hereby release from liability the employer and its representatives from seeking, gathering and using such information and all other persons, corporations or organizations from furnishing such information.

*This application is current for only 90 days. At the conclusion of this time, if I have not heard from the employer and still wish to be considered for employment, it will be necessary to fill out a new application.

* If accepted for employment I understand that the offer of employment is contingent upon my agreeing to abide by all rules and regulations on the employer.

*If I am hired, I understand that I am free to resign at any time, with or without cause and without prior notice, and the employer reserves the right to terminate my employment at any time, with or without cause and without prior notice, except as it may be required by law. This application does not constitute an agreement or contract for employment for any specified period or definite duration. I understand that no representative of the employer, other than an authorized office, has the authority to make any assurances to the contrary. I further understand that any such assurances must be in writing and signed by an authorized officer.

*I understand that upon receiving a job offer, a physical examination and random drug screening may be required.

*I understand that I am responsible to pay for and provide proof of a Physical and TB test. (Note, payment of TB not applicable for HFA facility). After successfully completing 90 days of employment and submitting appropriate proof of testing and proof of payment, I will be reimbursed for my out-of-pocket expenses.

I have read this statement and agree to its terms

Signature _____ Date _____

Who referred you to us/how did you hear about us?

Employment Reference Check

Name and Title of Referral _____

Name of Company: Circle One- Vicinia Gardens Assisted Living of Fenton, LLC, Vicinia Gardens Memory of Fenton, LLC/and Vicinia Gardens of Otsego, LLC

Address/Phone number:

The individual named below is applying for a position as _____ and has given you as a reference. **A signed "Authorization and Release" form is attached.** As our company places great importance on the screening of all our applicants, we would appreciate a prompt and thoughtful response. All replies will be held in strict confidence. If you have any questions, please call Vicinia Gardens Assisted Living of Fenton, LLC, Vicinia Gardens Memory of Fenton, LLC/ Vicinia Gardens Transition of Fenton or Vicinia Gardens of Otsego, LLC at the number listed above. Thanking you in advance.

Signature

Date

I voluntarily and knowingly authorize any former employer, person, firm, corporation, school or government agency, its officers, employees and agents to release any and all information concerning my former employment to Vicinia Gardens Assisted Living of Fenton, LLC, Vicinia Gardens Memory of Fenton, LLC, Vicinia Gardens Transition, LLC, and Vicinia Gardens of Otsego, LLC, its officers, employees and agents, or any other person or entity making a written or oral request for such information. I understand that the employment information may include, but is not necessarily limited to, performance evaluations and reports, job descriptions, disciplinary reports, letters of reprimand, and opinions regarding my suitability for employment possessed by it.

I voluntarily and knowingly, fully release and discharge, absolve, indemnify and hold harmless such former employer, person, firm corporation, school, or government agency, its officers, employees and agents from any and all claims, liability, demands, causes of action, damages, or costs, including attorney fees, present or future, whether known or unknown, anticipated or unanticipated, arising from or incident to the disclosure or release except made for the express purpose of preventing me from obtaining which the officer, employee or agent disclosing such facts knows are untrue.

Reference is requested for: _____

Question	Response		
Please confirm applicant was employed at your company from/to	YES	NO	N/A
The applicant states their final position was	YES	NO	N/A
The applicant states their final pay was	YES	NO	N/A
Was the applicant on time for work as scheduled?	YES	NO	N/A
Was the applicant committed to quality work?	YES	NO	N/A
Was the applicant a team player?	YES	NO	N/A
Did the applicant perform their work in a timely manner?	YES	NO	N/A
Was the applicant appropriately dressed for their work setting?	YES	NO	N/A
Overall, was the job performed satisfactorily?	YES	NO	N/A
Why did the applicant leave your company?	YES	NO	N/A
Would you rehire the applicant?	YES	NO	N/A

Name/Signature of person providing reference

Job Title

Date

Employment Reference Check

Name and Title of Referral _____

Name of Company: Circle One- Vicinia Gardens Assisted Living of Fenton, LLC, Vicinia Gardens Memory of Fenton, LLC/Vicinia Gardens Transition, LLC/and Vicinia Gardens of Otsego, LLC

Address/Phone number:

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Signature

Date

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I voluntarily and knowingly, fully release and discharge, absolve, indemnify and hold harmless such former employer, person, firm corporation, school, or government agency, its officers, employees and agents from any and all claims, liability, demands, causes of action, damages, or costs, including attorney fees, present or future, whether known or unknown, anticipated or unanticipated, arising from or incident to the disclosure or release except made for the express purpose of preventing me from obtaining which the officer, employee or agent disclosing such facts knows are untrue.

Reference is requested for: _____

Question	Response		
Please confirm applicant was employed at your company from/to	YES	NO	N/A
The applicant states their final position was	YES	NO	N/A
The applicant states their final pay was	YES	NO	N/A
Was the applicant on time for work as scheduled?	YES	NO	N/A
Was the applicant committed to quality work?	YES	NO	N/A
Was the applicant a team player?	YES	NO	N/A
Did the applicant perform their work in a timely manner?	YES	NO	N/A
Was the applicant appropriately dressed for their work setting?	YES	NO	N/A
Overall, was the job performed satisfactorily?	YES	NO	N/A
Why did the applicant leave your company?	YES	NO	N/A
Would you rehire the applicant?	YES	NO	N/A

Name/Signature of person providing reference

Job Title

Date

Confidentiality Agreement

In consideration of my employment with this company, I agree to the following:

1. I will not at any time either during or after my employment with the company use or disclose to others any information regarding residence or other confidential information about the company business or any of its propriety rights, except as required in the ordinary course of performing my employment duties for the company.
2. Summaries of any such material.
3. Any internal procedures, proprietary information, or discoveries, resulting from any work I do as an employee (alone or with others) of the company shall be promptly disclosed to the company and shall be its exclusive property and agree to sign and deliver at any time any instruments confirming the exclusive ownership by the company.
4. Without the express permission of the employer, I will not call, contact, the residence and/or their families outside of my normal course of duties with the employer.
5. I agree that during my employment by the company I will not engage in any other employment or business, which competes or is in competition with this employer, unless written permission is received.
6. I recognize that if I breach this agreement, irreparable harm will come to the company and that the remedy at law is inadequate; therefore, I agree that the company shall be entitled to injunctive relief against any such actual or threatened breach, in addition to any other remedy provided by law.
7. I agree that this agreement (a) shall not be constructed as an agreement by the company to employ me for any specific period; (b) cannot be modified except in a writing signed by the company; (d) shall be binding upon my heirs, legal representatives, and assigns; and (e) shall be governed by Michigan Law.

Accepted and Agreed:

Dated: _____ Signature: _____



**LONG TERM CARE WORKFORCE BACKGROUND
CHECK CONSENT AND DISCLOSURE**

MCL 333.20173a, MCL 330.1134a, and MCL 440.734b require that a health facility/agency that is a:

- psychiatric facility
- ICF/MR
- nursing home
- county medical care facility
- adult foster care facility (AFC)
- hos pital that provides swing bed services
- home for the aged
- home health agency
- hospice

Shall not employ, independently contract with, or grant clinical privileges to an individual who regularly has direct access to or provides direct services to patients or residents in the health facility/agency or AFC until the health facility/agency or AFC conducts a fingerprint-based criminal history check.

An individual who applies for employment either as an employee or as an independent contractor or for clinical privileges with a health care facility/agency or AFC and has received a good faith offer of employment, an independent contract, or clinical privileges shall give written consent at the time of application for the health care facility/agency or AFC to conduct a criminal history check, including a state and Federal Bureau of Investigation (FBI) fingerprint-based check, and shall give a written statement disclosing that he or she has not been convicted of a crime that would prohibit employment.

NOTE: Throughout this form:

- "Employee" includes persons independently contracted with and/or those granted clinical privileges.
- Clinical privileges do not apply to adult foster care facilities.

Health Facility or Agency

Licensee Name: _____ **Date:** _____

Employment Applicant Name: _____

Facility Name/License Number: _____

The health facility/agency or AFC:

- a. May not knowingly employ a worker, having direct access to patients or residents, who has been convicted of a disqualifying crime or has been the subject of a state or federal agency substantiated finding of patient or resident neglect, abuse, or misappropriation of property.* "Direct access" means regular access to a patient or resident, or to a patient's or resident's property, financial information, medical records, treatment information, or any other identifying information.
- b. May terminate the background check or decide not to hire the individual at any stage of the process.
- c. Must ensure that any background check information provided will only be used for the purpose of determining an individual's suitability for employment in a long-term care setting.
- d. Must retain verification of compliance with background check requirements.
- e. Will make the final employment decision.

* This does not include a finding of abuse, neglect, or misappropriation (financial exploitation) substantiated under the Michigan Mental Health Code or Adult Protective Services Act.

Part 1 – Consent to Conduct Background and Criminal Record Checks

As a condition of being considered for employment:

- a. I hereby consent to and authorize the health facility/agency or AFC to conduct a background check that includes a search of state and federal abuse and neglect registries and databases, in addition to a fingerprint-based search of state and federal criminal history records. I understand that this consent extends to the release and sharing of such information with the Michigan Departments of Licensing and Regulatory Affairs, Human Services, and State Police.
- b. I further understand the Michigan State Police (MSP) and the Federal Bureau of Investigation (FBI) may also retain the submitted information and fingerprints as permitted by the Federal Privacy Act of 1974 (5 USC § 552a(b)) for routine uses beyond the principal purpose listed above. Routine uses include, but are not limited to, disclosures to: governmental authorities responsible for civil or criminal law enforcement, counterintelligence, national security, or public safety.
- c. I hereby authorize the release of any relevant information to the health facility/agency or AFC to be used to conduct the background check as required under MCL 333.20173a, MCL 330.1134a, and MCL 440.734b.
- d. I understand, except for a knowing or intentional release of false information, the health facility/agency or AFC has no liability in connection with a background check conducted under MCL 333.20173a, MCL 330.1134a, and MCL 440.734b or the release of criminal history record information for the purposes of making an employment decision.
- e. I understand that the health facility/agency or AFC will make the final employment determination. I also understand that the health facility/agency or AFC may terminate the background check or decide not to hire me at any stage of the process.
- f. I understand that the health facility/agency or AFC, in denying employment to an applicant, and reasonably relying on information obtained through a background check, is provided immunity from any action brought by an applicant due to the employment decision.
- g. I agree to provide the information necessary to conduct a criminal background check.

Signature of Applicant

Date

Part 2 – This employment applicant information is required to process a complete and accurate criminal record check.

EMPLOYEE PERSONAL INFORMATION

First Name:
Middle Name:
Last Name: Suffix:

OTHER NAME(S) USED (MAIDEN NAME, ALIAS)

First Name:
Middle Name:
Last Name: Suffix:

Date of Birth: Country of Citizenship:

Place of Birth (City, State/Province):

Height: Weight: Hair Color: Eye Color: Gender: Female Male

Race: Asian Black Hispanic Native American Pacific Islander White All

Social Security Number:

ADDRESS

Street Address:
City: State: Zip Code: County:

Phone Number:

Job Title: Conditional Hire Date:

RESIDENCY

Driver's License or State/Canadian ID Number:
State/Prov. License/ID Number

Has this employment applicant resided in Michigan continuously for the past 12 months? YES NO

PROFESSIONAL LICENSE(S) /CERTIFICATION(S)

1. License/Certification Number:
2. License/Certification Number:
3. License/Certification Number:

Part 3 – Employment Applicant Disclosure Statements

The following convictions and/or findings may disqualify you from working in a long-term care facility/agency or AFC. "Conviction" includes any plea of guilty or nolo contendere (no contest), including cases that resulted in a deferred sentence or delayed sentence.

- a. **Relevant Crime Described under 42 USC 1320a-7** – The crimes include patient abuse, health care fraud, and any crimes related to the unlawful manufacture, distribution, prescription, or dispensing of a controlled substance.
- b. **Felony** – Any felony, or an attempt or conspiracy to commit any felony.
- c. **Misdemeanor** - Any state or federal crime that is substantially similar to the misdemeanors described below:
 - Any misdemeanor involving the use of a firearm or dangerous weapon with the intent to injure, the use of a firearm or dangerous weapon that results in a personal injury, or a misdemeanor involving the use of force or violence or the threat of the use of force or violence.
 - Any misdemeanor for assault if there was no use of a firearm or dangerous weapon and no intent to commit murder or inflict great bodily injury.
 - Any misdemeanor involving criminal sexual conduct.
 - Any misdemeanor involving abuse or neglect, torture, or cruelty.
 - Any misdemeanor involving home invasion.
 - Any misdemeanor involving embezzlement, larceny, fraud, theft or second or third degree retail fraud.
 - Any misdemeanor involving negligent homicide.
 - Any misdemeanor involving the possession, use or delivery of a controlled substance.
 - Any misdemeanor involving the creation, delivery, or possession with intent to manufacture or deliver a controlled substance.
- d. **Any finding of Not Guilty by Reason of Insanity**
- e. **A substantiated finding of patient or resident neglect, abuse, or misappropriation of property resulting from an investigation conducted in accordance with 42 USC 1395i or 1396r***

Listed below are all offenses that I have been convicted of, including all terms and conditions of sentencing, parole and probation, and/or a substantiated finding of patient or resident neglect, abuse, or misappropriation of property. Listed below are also all PENDING FELONY charges currently alleged against me.

Offense	Date of Conviction/Finding/Charge (if pending)	City	State	Sentence	Date of Discharge

I certify that the above statements are correct and complete to the best of my knowledge.

Signature of Applicant

Date

Part 4 – Conditional Employment

If the health facility/agency or AFC determines it necessary to employ me pending the results of the state and federal criminal history background check, I understand the following:

- a. If the background check reveals disqualifying information my employment will be terminated for good cause, unless and until I successfully prove that the disqualifying information is inaccurate, expunged or set aside.
- b. If I knowingly provided false information regarding my identity, criminal convictions, or substantiated findings of patient or resident neglect, abuse, or misappropriation of property, I may be guilty of a misdemeanor punishable by imprisonment for not more than 93 days and/or a fine of not more than \$500.00.
- c. I understand that as a condition of continued employment, I am required to report in writing to the health facility/agency or AFC immediately upon being arraigned on a felony charge or convicted of one or more of the criminal offenses as described in MCL 333.20173a, MCL 330.1134a, and MCL 440.734b, or upon becoming the subject of an order or dispositional finding of "Not Guilty by Reason of Insanity", or upon being the subject of a state or federal agency substantiated finding of patient or resident neglect, abuse, or misappropriation of property.* Reporting of an arraignment is not cause for termination or denial of employment.

Signature of Applicant

Date

Part 5 – Applicant Rights

- a. I understand that upon my request, the health facility/agency or AFC can provide a copy of any disqualifying record information found on any of the relevant registries or databases.
- b. I understand that if I believe the results of any disqualifying information found on any relevant registry is inaccurate, it is my responsibility to contact the agency that maintains the registry to correct the registry information.
- c. I understand that if I believe the results of the criminal history fingerprint record are inaccurate, or if the conviction contained in the criminal history record is one that may be expunged or set aside, I may file an appeal with the Department of Licensing and Regulatory Affairs and/or Department of Human Services.

Signature of Applicant

Date

Part 6 – Disclaimer

The State of Michigan is not responsible for any additional information, requirements, or use of any substitute forms that the above named health facility/agency or AFC provides to the applicant.