

# Mariner Health Care

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# Applicant Packet





# Packet Instructions

*We appreciate your interest in Mariner Health Care.*

This applicant packet requests information from you that we need to consider for your employment. Please provide complete and accurate information. We ask that you complete these forms within view of a facility representative.

Please ask for assistance if you have any questions about the forms:

- **Employment Application.** Complete the form in its entirety.
- **Employment Dispute Resolution Program Agreement.** Read and Sign.
- **Confidential Reference Check.** (2) Date and sign on the "I hereby release" section.
- **Notice/Authorization and Release for Background Check.** Complete all but the bottom box, then sign.
- **Summary of your Right Under the Fair Credit Reporting Act.** This is your copy to take with you
- **California Civil Code § 1786.22 (California only).** This is also your copy to take with you.
- **Applicant Flow Data.** This form is optional
- **Substance Abuse and Testing Policy Acknowledgment and Consent.** Sign and date this form in the presence of a facility representative.
- **License or Certification Verification.** Be prepared to supply your licenses or certification, but do not fill out this form; it is for the facility representative. Two copies are provided.
- **Certification of Accuracy.** Read and sign.

When you have complete the forms, please return them to the receptionist of individual who greeted you. Thank you.

Mariner Health Care is an equal opportunity employer and complies with all federal and state laws that forbid discrimination.
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# Employment Application

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

POSITION DESIRED				
Position Applied For		<input type="checkbox"/> Full Time	<input type="checkbox"/> Temporary	<input type="checkbox"/> Other
		<input type="checkbox"/> Part Time	<input type="checkbox"/> Casual / PRN	
Salary Expected	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 Company?		If Yes, When & Where?		
<input type="checkbox"/> Yes <input type="checkbox"/> No				
Have You Ever Applied To This Company?		If Yes, When & Where?		
<input type="checkbox"/> Yes <input type="checkbox"/> No				
Do You Have Any Relatives Who Work For The Company? <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 is an essential function)?		Have you ever been convicted of or plead guilty to a crime (felony or misdemeanor) other than a minor traffic violation?		
<input type="checkbox"/> Yes <input type="checkbox"/> No		<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 you 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 work day if your employemnt will be less than three (3) days.	

RECORD OF EDUCATION							
Name and Address of School(s)		Dates Attended		Graduated		Type of Degree/ Diploma Received or	Major/ Minor Fields of Study
		From	To	Yes	No		
		Mo./ Yr.	Mo./ Yr.				
High School (Last Attended)							
Colleges/ Universities							
Graduate School							
Other (Business, Technical, Secretarial, etc.)							

Please list any professional affiliations or accreditation that have a direct bearing upon your qualification for the job for which you are applying. Include all licenses and certifications.

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Have you ever had your profession license or certification suspended, revoked, or restricted?  Yes  No If yes, please explain:

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

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**WORK EXPERIENCE (Most Recent First)**

1	NAME AND ADDRESS OF EMPLOYER	STARTING POSITION		ENDING POSITION
FROM Mo ____ Yr ____ TO Mo ____ Yr ____		<b>SALARY</b>		<b>NAME &amp; TITLE OF SUPERVISOR</b>
<b>PHONE NUMBER</b> Area Code (      )		Start	End	<b>REASON FOR LEAVING</b>  Eligible for rehire? YES NO
2	NAME AND ADDRESS OF EMPLOYER	STARTING POSITION		ENDING POSITION
FROM Mo ____ Yr ____ TO Mo ____ Yr ____		<b>SALARY</b>		<b>NAME &amp; TITLE OF SUPERVISOR</b>
<b>PHONE NUMBER</b> Area Code (      )		Start	End	<b>REASON FOR LEAVING</b>  Eligible for rehire? YES NO
3	NAME AND ADDRESS OF EMPLOYER	STARTING POSITION		ENDING POSITION
FROM Mo ____ Yr ____ TO Mo ____ Yr ____		<b>SALARY</b>		<b>NAME &amp; TITLE OF SUPERVISOR</b>
<b>PHONE NUMBER</b> Area Code (      )		Start	End	<b>REASON FOR LEAVING</b>  Eligible for rehire? YES NO

May we contact your **current** employer listed above?      YES  NO

Use this space to describe any previous work history and/or detail particular job responsibilities listed above that you believe are important or should be considered. Include any additional information that you feel may be relevant to the job for which you are applying

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List additional references, including address and telephone

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## Confidential Reference Check

The person named below has applied for employment. He/she has authorized the collection of any information concerning past employment with your organization. Mariner Health Care deals in long-term health care, and it is of the utmost importance to us that we hire the right person for the job. therefore we would appreciate you reply to the questions below. Thank you

\_\_\_\_\_  
Administrator/ Department Head/ Supervisor

*I hereby release from all liability the company or person named below, and authorize him or her to release all information regarding my employment with them.*

\_\_\_\_\_  
Date

\_\_\_\_\_  
Applicant's Signature

<b>Applicant's Name:</b> _____	<b>Position Applied for:</b> _____
<b>Employed By:</b> _____	
<b>Name, Title, &amp; Relationship of person contacted:</b> _____ _____	
<b>Employment From:</b> _____ <b>to</b> _____ <b>Salary:</b> _____ <b>per</b> _____	
<b>Position and description of duties:</b> _____ _____	
<b>Describe applicant's performance</b> (what are the applicant's strong/weak points in comparison with the other people who are doing or have done the same job?) _____ _____	
<b>Please rate the applicant on the following characteristics</b> (Excellent, Good, Fair, Poor):	
Quality of Work _____	Quantity of Work _____
Job Knowledge _____	Leadership _____
Attitude _____	Dependability _____
Professionalism _____	Honesty _____
Attendance _____	Work Relationships _____
On-the-job injuries _____	Problems _____
<b>Reason for leaving you company:</b> _____	
<b>Would you rehire?</b> _____ <b>If no, explain:</b> _____	
<b>Comments</b> (Anything else I should know): _____ _____	
_____ Signature	_____ Title



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\_\_\_\_\_  
Administrator/ Department Head/ Supervisor

*I hereby release from all liability the company or person named below, and authorize him or her to release all information regarding my employment with them.*

\_\_\_\_\_  
Date

\_\_\_\_\_  
Applicant's Signature

Applicant's Name: _____		Position Applied for: _____	
Employed By: _____			
Name, Title, & Relationship of person contacted: _____ _____			
Employment From: _____ to _____		Salary: _____ per _____	
Position and description of duties: _____ _____			
Describe applicant's performance (what are the applicant's strong/weak points in comparison with the other people who are doing or have done the same job?) _____ _____			
Please rate the applicant on the following characteristics (Excellent, Good, Fair, Poor):			
Quality of Work	_____	Quantity of Work	_____
Job Knowledge	_____	Leadership	_____
Attitude	_____	Dependability	_____
Professionalism	_____	Honesty	_____
Attendance	_____	Work Relationships	_____
On-the-job injuries	_____	Problems	_____
Reason for leaving you company: _____			
Would you rehire? _____ If no, explain: _____			
Comments (Anything else I should know): _____ _____			
_____ Signature		_____ Title	



## License or Certification Verification

EMPLOYEE NAME			
EXPIRATION DATE		LICENSE/CERTIFICATION #	
STATE ISSUED		LICENSE TYPE	
I HAVE DIRECTLY VERIFIED THIS EMPLOYEE'S ORIGINAL LICENSE OR CERTIFICATION AS DOCUMENTED ABOVE. A copy is attached.			
SIGNATURE			
TITLE			





## Summary of Your Rights Under the Fair Credit Report Act Applicant's Copy

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"). Most CRAs are credit bureaus that gather and sell information about you—such as if you pay your bills on time or have filed bankruptcy—to creditors, employers, landlords, and other businesses. You can find the complete text of the FCRA, 15 U.S.C. 1681-1681u, at the Federal Trade Commission's Web site (<http://www.ftc.gov>). The FCRA gives you specific rights, as outlined below. You may have additional rights under state law. You may contact a state or local consumer protection agency or a state attorney general to learn those rights.

- **You must be told if information in your file has been used against you.** Anyone who uses information from a CRA to take action against you—such as denying an application for credit, insurance, or employment—must tell you, and give you the name, address, and phone number of the CRA that provided the consumer report.
- **You can find out what is in your file.** At your request, a CRA must give you the information in your file, and a list of everyone who has requested it recently. There is no charge for the report if a person has taken action against you because of information supplied by the CRA, if you request the report within 60 days of receiving notice of the action. You are also entitled to one free report every twelve months upon request if you certify that (1) you are unemployed and plan to seek employment within 60 days, (2) you are on welfare, or (3) your report is inaccurate due to fraud. Otherwise, a CRA may charge you up to eight dollars.
- **You can dispute inaccurate information with the CRA.** If you tell a CRA that your file contains inaccurate information, the CRA must investigate the items (usually within 30 days) by presenting to its information source all relevant evidence you submit, unless your dispute is frivolous. The source must review your evidence and report its findings to the CRA. (The source also must advise national CRAs—to which it has provided the data—of any error.) The CRA must give you a written report of the investigation, and a copy of your report if the investigation results in any change. If the CRA's investigation does not resolve the dispute, you may add a brief statement to your file. The CRA must normally include a summary of your statement in future reports. If an item is deleted or a dispute statement is filed, you may ask that anyone who has recently received your report be notified of the change.
- **Inaccurate information must be corrected or deleted.** A CRA must remove or correct inaccurate or unverified information from its files, usually within 30 days after you dispute it. However, the CRA is not required to remove accurate data from your file unless it is outdated (as described below) or cannot be verified. If your dispute results in any change to your report, the CRA cannot reinsert into your file a disputed item unless the information source verifies its accuracy and completeness. In addition, the CRA must give you a written notice telling you it has reinserted the item. The notice must include the name, address, and phone number of the information source.
- **You can dispute inaccurate items with the source of the information.** If you tell anyone—such as a creditor who reports to a CRA—that you dispute an item, they may not then report the information to a CRA without including a notice of your dispute. In addition, once you've notified the source of the error in writing it may not continue to report the information if it is, in fact, an error.
- **Outdated information may not be reported.** In most cases, a CRA may not report negative information that is more than seven years old; ten years for bankruptcies.

*(Continued)*

## Summary of Your Rights Under The Fair Credit Reporting Act

- **Access to your file is limited.** A CRA may provide information about you only to people with need, recognized by the FCRA-usually to consider an application with a creditor, insurer, employer, landlord, or other business.
- **Your consent is required for reports that are provided to employers, or reports that contain medical information.** A CRA may not give out information about you to your employer, or prospective employer, without your written consent. A CRA may not report medical information about you to creditors, insurers, or employers without your permission.
- **You may choose to exclude your name from CRA list for unsolicited credit and insurance offers.** Creditors and insurers may use file information as the basis for sending you unsolicited offers of credit or insurance. Such offers must include a toll-free phone number for you to call if you want your name and address removed from future lists. If you call, you must be kept off the lists for two years. If you request, complete, and return the CRA form-provided for this purpose, you must be taken off the lists indefinitely.
- **You may seek damages from violators.** If a CRA, a user, or (in some cases) a provider of CRA data, violates the FCRA, you may sue them in state or federal court.

The FCRA gives several different federal agencies authority to enforce the FCRA:

**FOR QUESTIONS OR CONCERNS REGARDING: Consumer Reporting Agencies**

**PLEASE CONTACT:**

**Federal Trade Commission  
Consumer Response Center- FCRA  
Washington, D.C. 20580  
(202) 326-3761**

*(Continued)*



# Applicant Flow Data

It is our policy to provide employment opportunity to all employees and applicants for employment without regard to race, color, religion, sex, national origin, age, handicap, or disabled Vietnam-era status.

VARIOUS AGENCIES OF THE UNITED STATES GOVERNMENT REQUIRE EMPLOYERS TO COLLECT INFORMATION ON APPLICANTS. INFORMATION REQUESTED ON THIS SHEET IS FOR PURPOSES OF COMPLIANCE WITH THESE RECORD-KEEPING REQUIREMENTS AND TO DETERMINE RECRUITING AND EMPLOYMENT PATTERNS. Such information will in no way affect the decision regarding your application for employment. This sheet will be kept confidential and maintained separately from you application form.

*Completion of this sheet is voluntary and is not required for employment.*

Name \_\_\_\_\_ Date \_\_\_\_\_

Position applied for: \_\_\_\_\_

Race:

\_\_\_\_\_ White

\_\_\_\_\_ Black

\_\_\_\_\_ Hispanic

\_\_\_\_\_ Asian or Pacific Islander

\_\_\_\_\_ American Indian/ Alaskan Native

Sex:

\_\_\_\_\_ Female

\_\_\_\_\_ Male

Regulation issued by the U.S. Department of Labor with respect to veterans require that federal contractors provide a self-identification opportunity to applicant for employment. Such self-identification and any information provided by the applicant is submitted (a) on a voluntary basis, (b) on a confidential basis, (c) for use only in accordance with regulation, and (d) without subjecting the individual to adverse treatment. If you wish to be identified, please do so and provide any information you wish to submit.

\_\_\_\_\_ **Special Disabled Veteran** (A person who is entitled to disability veteran compensation under laws administered by the Veterans Administration for a disability rated at 30% or more; or (2) was discharged or released from active duty because of a service-connected disability.)

\_\_\_\_\_ **Vietnam Era Veteran** (A veteran who is honorably discharged and served 180 days of active duty between 05 August 1964 and 07 May 1975.)

\_\_\_\_\_ **Other Eligible Veteran** (A veteran who served on active duty during a war on in a campaign or expedition for which a campaign badge has been authorized.)



## Employment Dispute Resolution Program Agreement

The Company is committed to building positive employee relations, encouraging open communication and respecting the right and dignity of our employees. We recognize, however, that problems may arise in work relationship. The Company Employment Dispute Resolution (EDR) Program provides a process for resolving employment problems. 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 your or the Company 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 Company and me during my application process or employment with the Company. 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 Company and I agree to resolve all claims, controversies or disputes relation to my application for employment, my employment and/or termination of employment with the Company exclusively through the Company'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, 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 Company 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 termination of my employment, the Company 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 signature to this Agreement does not guarantee that the Company will offer me employment. If the Company offers me employment and I become employed at the Company, this Agreement does not the "at-will" status of my employment. I understand that no representative of the Company, other than an officer of the Company at the level of Senior Vice President or above, has the authority to make any agreement contrary to the foregoing or to alter the Company'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 advise 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

\_\_\_\_\_  
Social Security #



## **Substance Abuse and Testing Policy Acknowledgement and Consent**

### **AGREE TO BE BOUND BY POLICY**

I do hereby agree to be bound by the Mariner Health Care (the "Company") Substance Abuse and testing Policy (the "Policy"), the terms of which are incorporated herein by reference, as a condition for employment and for the purpose of applying for, accepting, or continuing employment with the Company.

### **DRUG-FREE STATEMENT**

I also hereby state that I am not a user of controlled substances that have not been prescribed for me by a licensed physician for authorized use. I agree to comply with the Drug-Free Workplace Act provisions under the Company's Substance Abuse and Testing Policy and understand that, as a condition of employment, I must notify the Company if I am convicted of a criminal drug offense occurring in and/or outside the workplace no later than five (5) days after any such conviction.

### **HOLD HARMLESS PROVISION**

I hereby agree to furnish a specimen, as required, for testing under the Policy. I also agree that any Company employee or contractor who has been authorized and designated by the Company for such purposes, may perform appropriate chemical tests on my specimen for the presence of illegal drugs or prescription drugs for which I do not have a valid prescription. I further acknowledge that my application for employment or my continued employment with the Company may be affected consistent with the terms of the Policy based upon a positive result of any such test showing substance usage in violation of the Policy.

To the full extent authorized by applicable laws, rules and regulations, I release and hold the Company, and such designated person or institution identified above, any laboratory utilized under the Policy, their respective employees, agents, and other contractors for services under the Policy, harmless from any liability (including any liability arising by virtue of negligence) arising from any request made to furnish any required specimen for testing of such specimen pursuant to the Policy, the release of information in accordance with this authorization and any decisions made concerning my application for employment or my continued employment with the Company based upon a positive result of such test showing drug usage in violation of the Policy.

### **CONSENT TO THE RELEASE OF TEST RESULTS**

I hereby give my permission to any Company employee who has been authorized and designated by the Company for such purposes, and any physician, laboratory, hospital or medical professional that has been authorized and designated by the Company for such purposes, to release the results of any tests made pursuant to the Policy to the Company, the Company's designated Medical Review Officer, the Company's Workers' Compensation insurance carrier, and any other person who has a lawful right or need to be informed of such results.

In the event I am seriously injured in an work related accident and unable to provide a specimen at that time, I do hereby authorize the Company to obtain, and the treating facility to release, any hospital reports, other documents or specimens which would indicate whether or not there were any controlled substances or alcohol in my system at the time of the accident.

*(continued)*



**Substance Abuse and Testing Policy  
Acknowledgment and Consent**

By signing below, I acknowledge that I have read the provisions of the Policy and the foregoing acknowledgement and content form, or had such documents read to me, know the content thereof, and have freely and voluntarily affixed my signature on this document.

I hereby freely and voluntarily agree to the terms of this Substance Abuse and Testing Policy Acknowledgement and Consent form.

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Applicant Employee Name

*(please print)*

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Applicant Employee Signature

(Date)

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Designated Company Official, Witness Signature

(Date)



# Certification of Accuracy

## 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.

I hereby authorize that Company and/or its duly authorized agents to investigate all references, to contact all prior employers and to secure additional information about me concerning my qualification for the position applied for. I hereby release from liability the Company and its representatives for seeking such information.

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 Company any and all information concerning my previous employment and any pertinent information they may have, personal or otherwise, concerning my qualification for the positions applied for. I release all persons or entities from all liability for any damage or injury that may result from furnishing information to the Company. I also release the Company 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. If I am offered an accept employment, I agree to abide by the Company's policies and procedures, *Code of Conduct*, and *Employee Handbook*. I understand and agree that 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 Company. This "at-will" employment relationship may not be modified by any oral or implied agreement.

I understand and agree that I must meet all the physical standards established by the Company to perform the essential functions of any job for which I am offered employment. I understand that if offered employment I might be required as a condition of employment to take a physical examination. I also understand that during employment I might from time to time be subjected to physical examination and/or physical ability tests to demonstrate that I can perform the essential function of my job.

I understand and agree that the Company may from time to time require that I submit to a drug and/or alcohol test as a condition of employment. The Company reserves the right to conduct searched on Company property or of the Company's property, vehicles, and/or equipment at any time. I further understand that if I refuse to submit to a Company 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 Company after this application expired, it is my responsibility to complete a new application.

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Signature

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Date