

# FAMILY MEDICINE ASSOCIATES OF MIDLAND, P.C.

## APPLICATION FOR EMPLOYMENT

PLEASE FILL OUT ALL PORTIONS COMPLETELY AND ACCURATELY. IN ACCORDANCE WITH STATE AND FEDERAL LAWS, FAMILY MEDICINE ASSOCIATES OF MIDLAND, P.C., (THE PRACTICE OR THE EMPLOYER) DOES NOT DISCRIMINATE ON THE BASIS OF AGE, RACE, RELIGION, COLOR, SEX, HEIGHT, WEIGHT, NATIONAL ORIGIN, MARITAL OR VETERAN STATUS, PHYSICAL OR MENTAL HANDICAP, OR ANY OTHER LEGALLY PROTECTED STATUS.

(PLEASE PRINT CLEARLY)

1. Name: \_\_\_\_\_  
(Last) (First) (Middle)
2. Present Address: \_\_\_\_\_  
(Street) (City) (State) (Zip Code)
3. Home Telephone Number: (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_ 4. Alternate Telephone Number: (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_
5. Driver's License Number: \_\_\_\_\_ 6. Are you at least 18 years of age? Yes  No   
(Not applicable, unless position requires vehicular business travel.)
7. Do you have the legal right to work and remain in the U.S.? Yes  No  8. Which position(s) do you seek? \_\_\_\_\_  
(Proof will be required, if hired)
9. Are you seeking a full-time position? Yes  No  10. What rate of pay do you require? \_\_\_\_\_
11. Have you ever submitted an application to us, or previously been employed with us? Yes  No  If yes, when? \_\_\_\_\_
12. Do you have any relatives or close friends working here? Yes  No  If yes, who? \_\_\_\_\_
13. If the job you seek requires overtime work, week-ends, or holidays, are you willing to work such a schedule? Yes  No   
(Reasonable accommodations can be made in appropriate circumstances)
14. Have you ever been convicted of a crime? Yes  No  If yes, provide details, including dates: \_\_\_\_\_  
\_\_\_\_\_
15. Has your driver's license ever been revoked or suspended? Yes  No  If yes, when, why? \_\_\_\_\_  
(Not applicable, unless position requires vehicular business travel.)
16. What professional licenses do you hold that relate to the job you seek? \_\_\_\_\_
17. What specialized education, skills, or training do you possess that relate to the job you seek? \_\_\_\_\_

### RECORD OF EDUCATION

HIGH SCHOOL (Name and Location)	Major Subject	No. of Years	Diploma or GED
UNIVERSITY or COLLEGE	Major Subject	No. of Years	Degree
OTHER - (Military Service, Trade, Business, Graduate School)	Major Subject	No. of Years	Degree

**WORK EXPERIENCE**

**(Start with present or most recent employer first)**

1. Name and Address of Employer: \_\_\_\_\_ Dates Employed by Mo/yr: \_\_\_\_\_ to \_\_\_\_\_

Position Held: \_\_\_\_\_ Duties: \_\_\_\_\_ Supervisor's Name: \_\_\_\_\_

Salary Received: \_\_\_\_\_ Reason for Separation: \_\_\_\_\_

2. Name and Address of Employer: \_\_\_\_\_ Dates Employed by Mo/yr: \_\_\_\_\_ to \_\_\_\_\_

Position Held: \_\_\_\_\_ Duties: \_\_\_\_\_ Supervisor's Name: \_\_\_\_\_

Salary Received: \_\_\_\_\_ Reason for Separation: \_\_\_\_\_

3. Name and Address of Employer: \_\_\_\_\_ Dates Employed by Mo/yr: \_\_\_\_\_ to \_\_\_\_\_

Position Held: \_\_\_\_\_ Duties: \_\_\_\_\_ Supervisor's Name: \_\_\_\_\_

Salary Received: \_\_\_\_\_ Reason for Separation: \_\_\_\_\_

4. Name and Address of Employer: \_\_\_\_\_ Dates Employed by Mo/yr: \_\_\_\_\_ to \_\_\_\_\_

Position Held: \_\_\_\_\_ Duties: \_\_\_\_\_ Supervisor's Name: \_\_\_\_\_

Salary Received: \_\_\_\_\_ Reason for Separation: \_\_\_\_\_

**REFERENCES**

**(List at least three (3) business references)**

Name of Reference	Address	Telephone	Relationship
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1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

**NARRATIVE**

**(Write a summary of the reasons you have sought employment with us.)**

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**AUTHORIZATIONS AND ACKNOWLEDGMENTS**

I certify that the information contained in this application (and resume, if applicable) is true and complete. I understand that falsification or omission of relevant facts in my application, resume, other materials provided, during my interview, or during my employment, if hired, in any detail, is grounds for disqualification from further consideration or for discipline or dismissal from employment in accordance with the Employer's policy. I agree to conform to the rules and regulations of the Employer, and understand that my employment relationship with the Employer is "at-will" and that I or the Employer may terminate my employment with or without cause, and with or without notice, at any time. I further understand that no Employer agent or representative has any authority to enter into a contract of employment with me except for the President or Executive Officer, and that any such agreement must be signed by the Employer's President or Executive Officer.

I acknowledge that any offer of employment I may receive from Family Medicine Associates of Midland, P.C. is contingent on the results of a reference and background check. Therefore, I authorize the Practice to: (1) investigate the truthfulness of all statements made on this application, or my resume; (2) contact my former employers and other listed references or any other persons who can verify information (including law enforcement agencies); and (3) discuss results of any investigation with other employees of the Practice involved in the hiring process. In addition, I give my consent for all contacted persons, including former employers, to provide information concerning this application and I release each such person from liability for providing information to the Practice. I waive any written notice for the release of such information which may be required under state or federal law.

I hereby give my consent for Family Medicine Associates of Midland, P.C. through an authorized agent to collect my urine, saliva, blood, or hair samples for the purposes of testing for the presence, and my use of, alcohol, drugs, or other controlled substances. I hereby release Family Medicine Associates of Midland, P.C. and its authorized collection/testing agent from any liability whatsoever, including attorneys' fees, from any liability resulting from the collection or testing process or from the tests results. I further understand that should I receive an offer of employment, it may be conditioned upon my undergoing and successfully passing a medical examination. I also understand and agree that, if employed, I may be required to submit to an alcohol or drug test, or medical examination at any time as it pertains to my job and/or the need for accommodation. I hereby consent to having the results of any such alcohol or drug test or medical examination disclosed to Family Medicine Associates of Midland, P.C. I also acknowledge that any offer of employment that I receive is contingent upon the results of my medical examination finding me able to perform the essential functions of the job offered with or without accommodation. I understand that a positive drug test result, a refusal to submit a requested sample for testing, or a refusal to authorize such testing may result in the Employer withdrawing any offer of employment made to me, or result in my immediate discipline or dismissal.

Should I have a legally protected physical or mental disability that affects my ability to perform the job that I seek, I understand that I may request that the Employer provide a reasonable accommodation for it. I am aware that I must make any such request for accommodation immediately known and no later than 182 days after the date that I know, or reasonably should have known, of my need for an accommodation under state law and that federal law has no similar time limitation.

Dated: \_\_\_\_\_ Applicant: \_\_\_\_\_

**ARBITRATION AGREEMENT**

In consideration of employment and for other valuable consideration, hereby acknowledged, I agree to arbitrate any employment disputes under the terms and conditions identified below:

1. I understand and agree that by entering into this Agreement to Arbitrate Claims ("Agreement") that I forever waive my right to adjudicate before a judge and/or jury in a court of law, any employment disputes covered pursuant to this Agreement.
2. This Agreement shall cover all statutorily protected employment claims arising out of employment with Family Medicine Associates of Midland, P.C., including but not limited to: a) for breach of any contract or covenant (express or implied); b) for wrongful or constructive discharge; c) for discrimination or harassment; and d) all tort claims — unless specifically excluded from arbitration by law.
3. I acknowledge that certain claims, including but not limited to, a) those arising under workers' compensation laws, unemployment compensation laws, insurance claims and some pension disputes; b) those related to the establishment, content, application or amendment of personnel or employment policies (unless a legally protected right is involved); c) violations of policy or procedure; d) performance evaluation disputes; e) wage and benefit level claims; f) non-statutory employee versus employee disputes; and g) those specifically excluded from arbitration by law, may not be covered under this Agreement.
4. I agree to settle all covered disputes and claims filed in a timely manner by final and binding arbitration pursuant to state and federal law. I further agree that the National Rules for the Resolution of Employment Disputes of the American Arbitration Association ("AAA") in effect at the time that I may request arbitration shall govern all arbitration under this Agreement. A neutral third party arbitrator, selected by the parties in accordance with the procedures set forth in the AAA rules, shall arbitrate all disputes and claims.
5. I understand that if I pursue arbitration, that I must submit a written demand for arbitration with Family Medicine Associates of Midland, P.C. within one hundred eighty (180) calendar days of the date that the alleged claim arose. Failure to submit a written demand within the one hundred and eighty (180) calendar day period shall result in a complete

forfeiture of any right that I may have to arbitrate the claim(s) in dispute. Moreover, I understand that my waiver of judicial adjudication shall not be revoked by my failure to timely file for arbitration, nor shall my filing any claims in court toll the one hundred and eighty (180) calendar day limitations period. Any challenge to the validity or enforceability of this Arbitration Agreement or its application to the particular dispute will not be decided in arbitration, but will be determined by a Court of competent jurisdiction without a jury, and such Court shall be empowered to hear and decide non-jury any disputes of fact or law relating to the issue of arbitrability, including timeliness of filing for arbitration.

6. I agree that during arbitration and at each party's own expense, each party shall have, but not be limited to, the following rights: a) to obtain and be represented by counsel; b) to reasonable discovery, including the taking of depositions and document production; c) to summon witnesses and to request that the Arbitrator issue subpoenas.
7. I further agree that the Arbitrator shall apply the substantive law and shall have the authority to issue any relief or remedy that may otherwise be granted in a court of comparable jurisdiction. I understand that by submitting to arbitration I am not foregoing any substantive rights or remedies afforded by statute. Rather, I am merely submitting to an arbitral resolution in place of court adjudication. The Michigan and federal arbitration acts shall apply, thereby constituting statutory arbitration.
8. I understand and agree that the Arbitrator's award shall be final and binding. The Arbitrator's award shall be in writing and shall contain findings of fact and conclusions of law and shall determine a prevailing party and the appropriate damages and/or relief, if any. Judgment in accordance with the Arbitrator's decision shall be entered in the court of competent jurisdiction by either party to the arbitration. The Arbitrator's award may be subject to judicial review in accordance with Michigan law.
9. I acknowledge that my employment, if hired, will be as an employee at-will and that nothing in this arbitration contract creates an express or implied employment contract or affects the at-will employment relationship.
10. This Agreement shall be governed by Michigan law or federal law as applicable.
11. This Agreement to Arbitrate Claims and my application for employment, incorporated by reference, create the Complete Agreement of the parties on the subject of arbitration of disputes. This Agreement supersedes any prior or contemporaneous oral or written understanding on the subject. No party is relying on any representations, oral or written, on the subject of the effect, enforceability or meaning of this Agreement, except as specifically set forth in the Agreement. If any provision of this Agreement is determined to be void or otherwise unenforceable, in whole or in part, the remainder of the Agreement shall remain in full force and effect.

I acknowledge that I have carefully read this Agreement or someone has read it to me, that I understand that it contains a binding election to use an Arbitrator and not any court or other forum to process or adjudicate covered claims against Family Medicine Associates of Midland, P.C., that all understandings and agreements between myself and Family Medicine Associates of Midland, P.C. relating to the subjects addressed in this Agreement are contained in it, and that I have entered into this Agreement voluntarily as a condition of employment and for other valuable consideration, and that if I am hired that the terms of this Agreement would extend beyond my separation or termination of employment from Family Medicine Associates of Midland, P.C.

\_\_\_\_\_  
SIGNATURE OF APPLICANT/EMPLOYEE

Dated: \_\_\_\_\_