|  |  |
| --- | --- |
| A group of doctors and nurses  Description automatically generated  HUMAN RESOURCES MANUAL FOR MEDICAL PRACTICES  Manager’s Handbook | PRACTICE NAME  MONTH/YEAR |

**Key Elements of Employee Management  
—  
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[Hiring](#Hiring)

Hiring is undoubtedly the most important step in the entire employment cycle. The key management elements associated with the hiring process include the following:

* Review all resumes and applications, including the [Sample Employment Application](#SampleEmploymentApplication) before scheduling interviews and only interview those applicants who fully meet your educational and experience requirements. All other applicants may be thanked, via email, for their interest in the position and advised that they do not meet the position requirements. Click the following link for a [Sample Thank You Letter](#SampleThankyouFormLetter).
* Prepare a set of “open-ended” questions that will be asked of each applicant. Open-ended questions are questions that cannot be answered with a simple “yes or no” but require a detailed explanation. Questions of this nature generally begin with the words, “Who, What, Where, When, Why or How.” Attempt to frame questions that are situational for the position that will assist you in identifying the applicant’s depth of experience and patient service skills. Let the applicant do the talking. Do not tell the applicant what experience/training you are looking for until all of your questions are answered.
* Schedule interviews for 30 – 60 minutes in length. Provide enough time between interviews to prepare notes regarding your experience with each applicant.
* Provide a comfortable meeting place for the interview where interruptions will not occur. This is your first opportunity to create a positive image of your organization in the mind of the applicant. Remember you are not only looking for a good employee, you are selling your organization.
* Keep an open mind during the interview. Hiring decisions are often made in the first few seconds of an interview. Guard against this trap. Follow your script of questions and evaluate each applicant from all aspects of the job requirements.
* After all interviews have been completed, review your notes and make a hiring decision. Avoid hiring a “warm body.” Do not make an employment offer to anyone that does not meet your requirements. Keep looking. You will be much better off waiting for the right applicant.
* Offers should be made verbally either face-to-face or via telephone. Once the offer is accepted, an Offer Letter should be composed and forwarded to the applicant. The Offer Letter should outline all of the terms and conditions relevant to employment. Click the following link for a [Sample Offer Letter](#OfferLetter). All other applicants should be notified in writing that they are not receiving an offer. An electronic note is acceptable.
* Do not make any non-job-related inquiries of applicants or employees, either verbally or through the use of an application form, that express, directly or indirectly a limitation, specification or discrimination as to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation, or any intent to make such a limitation, specification, or discrimination. Below are examples of acceptable and unacceptable questions during the interview and hiring process:

| **ACCEPTABLE** | **SUBJECT** | **UNACCEPTABLE** |
| --- | --- | --- |
| Name | **NAME** | Maiden name |
| Place of residence | **RESIDENCE** | Questions regarding owning or renting  Questions about commute time |
| Statements that hire is subject to verification that applicants meet legal age requirements | **AGE** | * Age * Birth date * Date of attendance/ completion of school |
| * Statements/inquiries that they will be able to provide verification of legal right to work in the United States | **BIRTHPLACE, CITIZENSHIP** | * Birthplace of applicant or applicant’s parents, spouse or other relatives * Requirements that applicant produce naturalization or alien card prior to employment |
| Languages applicant reads, speaks or writes if use of language other than English is relevant to the job for which applicant is applying | **NATIONAL ORIGIN** | * Questions as to nationality, lineage, ancestry, national origin, descent or parentage of applicant, applicant’s spouse, parent, or relative |
| Statement by employer of regular days, hours, or shifts to be worked | **RELIGION** | * Questions regarding applicant’s religion * Religious days observed |
| * Name and address of parent or guardian if applicant is a minor * Statement of company policy regarding work assignment of employees who are related | **SEX, MARITAL STATUS, FAMILY** | * Questions to indicate applicant’s sex, marital status, number/ages of children or dependents * Questions regarding pregnancy, childbirth, or birth control |
|  | **RACE, COLOR, SEXUAL ORIENTATION** | Questions to applicant’s race, color, or sexual orientation  Name/address of relative, spouse or children of adult applicant |
| None allowed until post-offer and then, only permitted for certain positions – see legal counsel | **CREDIT REPORT** | Any report which would indicate information which is otherwise illegal to ask, *e.g.* , marital status, age, residency, etc. |
| Statement that a photograph may be required after employment | **PHYSICAL DESCRIPTION, PHOTOGRAPHS, FINGERPRINTS** | * Questions as to applicant’s height/weight * Requiring applicant to affix a photograph to application or submit one at his/her option * Require a photograph after interview but before employment |
| * Employer may inquire if applicant can perform job-related functions * Statement that employment offer may be made contingent upon passing a job-related mental/physical examination (any mental/physical examinations must be job-related and consistent with business necessity) | **MENTAL/PHYSICAL DISABILITY, MENTAL CONDITION (APPLICANTS)** | * Any inquiry into the applicant’s general health, medical condition, or mental/physical disability * Requiring a psychological/ medical examination of any applicant |
| A medical/psychological examination/inquiry may be made after a conditional offer of employment as long as the examination/inquiry is job-related and consistent with business necessity and all applicants for the same job classification are subject to the same examination/inquiry | **MENTAL/PHYSICAL DISABILITY, MEDICAL CONDITION (POST- OFFER/PRE-EMPLOYMENT)** | Any inquiry into the applicant’s general health, medical condition, or physical/ mental disability, if not job-related and consistent with business necessity |
| A medical/psychological examination/inquiry may be made as long as the examination is job-related and consistent with business necessity | **MENTAL/PHYSICAL DISABILITY, MEDICAL CONDITION (EMPLOYEES)** | Any inquiry into the employee’s general health, medical condition, or mental/ physical disability, if not job-related and consistent with business necessity |
| None until after contingent job offer is made. Thereafter, job-related questions about convictions only except no inquiries or background checks/investigations into the following (a) certain arrests not followed by a conviction; (b) referral to or participation in a pre-trial or post-trial diversion program; (c) convictions that have been sealed, dismissed, expunged, or statutorily eradicated, or (d) any conviction for which the convicted person has received a full pardon or has been issued a certificate of rehabilitation. If you seek criminal history after a contingent offer is made, certain process and notice requirements must be followed. Seek legal counsel and see Editor’s Note, Ban the Box Legislation, below. | **ARREST, CRIMINAL RECORD** | General questions regarding arrests/detentions not resulting in conviction (unless applicant is out on bail or out on his/her own recognizance pending trial). Information concerning a referral to or participation in a pre-trial or post-trial criminal diversion program. Questions regarding juvenile crimes, crimes more than 7 years old, convictions for most marijuana possession offensive more than two years old, convictions which have been judicially sealed, dismissed, expunged, statutorily eradicated or for which a successful diversion program has been completed. |
| Questions regarding relevant skills acquired during U.S. military service | **MILITARY SERVICE** | * General questions regarding military service such as dates/type of discharge * Questions regarding service in a foreign military |
| Requesting lists of job-related organizations, clubs or professional societies omitting indications of protected bases | **ORGANIZATIONS, ACTIVITIES** | General questions regarding organizations, clubs, societies and lodges |
| Name of persons willing to provide professional and/or character references for applicant | **REFERENCES** | Questions of applicant’s former employers or acquaintances which elicit information specifying applicant’s race, etc. |
| Name and address of person to be notified in case of accident or emergency | **NOTICE IN CASE OF EMERGENCY** | Name, address, and relationship of relative to be notified in case of accident or emergency |

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[Orientation](#Orientation)

This is the second opportunity you have to present the image of a professional organization. Take the time to make sure that the new employee is fully oriented to the rules and layout of your practice. These initial contacts are critical in forming the appropriate image of the organization and performance expectations.

Here are some of the activities that should take place during the initial orientation:

* Provide an enthusiastic greeting for your new employee. Many larger offices place marquee boards in their reception area welcoming the new employee.
* Have a comfortable room available, where the formal portion of the orientation will take place. During this session the employee completes necessary paper work and is given instructions regarding the general rules of the organization. Make sure, in particular, to address all harassment, discrimination, reporting, and wage and hour rules at this time. Make sure to ask the employee if he/she has any questions. Personnel Policy Manuals and department telephone lists are distributed at this time. Click the following link for a [Sample Orientation Checklist](#SampleOrientationCheckList).
* Take the employee on a tour of the facility making certain to point out the location of restrooms, lunch areas, stairways and emergency exits. Show the employee their workstation and make certain that all necessary tools, equipment, etc. are available upon their arrival.
* If you have a small office, make sure that the new employee is introduced to every employee. If your office is larger, make sure that the employee is introduced to all members of their department and then formally introduced to all members of the organization during the next scheduled all employees meeting.
* Most new employees will need a certain amount of training to help them do their job. Make sure that training has been arranged and is scheduled to begin on the employee’s start date.
* If possible, take the new employee to lunch. This is a good setting to answer any questions that have arisen during the employee’s first contact with their new working environment.
* Once training is complete, meet with the employee and establish their goals for the remainder of the business year.

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[Goal Setting and Goal Monitoring](#GoalSettingandGoalMonitoring)

This is a crucial and often neglected step in the employment cycle. There is a saying, “You become what you measure.” The moral to the quote is if you set realistic goals and measure your progress towards those goals you will achieve them. The flip-side of the quote is “Measure nothing, achieve nothing.”

Realistic goals can and should be established for each position within your practice. The goals should be objective in nature where quantitative measuring can take place. The number of goals should be kept within reason. Experience has shown that the average employee can stay focused on a maximum of 5 to 7 key goals during a normal business year. If the upcoming business year appears to be more stressful than normal, consideration should be given to lowering the number of individual employee goals.

The acronym **S M A R T** has proven to be particularly helpful in establishing realistic measurable goals. Here is how the acronym works:

* **S = Specific:** Each goal must be specific. Avoid generalities whenever possible. Note the difference between these two goal statements:
  + Improve work quality.
  + Improve the Quality Ratio for medical record filing for assigned patients.
* **M = Measurable:** Each goal must be measurable. If you can’t measure it how do you know if it was done well? A goal containing a quantitative measurement greatly reduces the confusion of what is expected of the employee. Note how the addition of a qualitative measure to the second example above improves the clarity of the goal:
  + Improve the Quality Ratio for medical record filing to 98 percent for assigned patients.
* **A = Action Oriented:** Each goal must state the action that will validate the measurement of the goal. Note how the clarity of the above goal is once again improved with the addition of the “action” language:
  + Improve the Quality Ratio for medical record filing to 98 percent for assigned patients verified through random monthly file audits performed by John Doe.
* **R = Realistic:** The goal must be realistic. If the goal is unrealistic the employee will make little if any effort to achieve the goal. If the Quality Ratio for medical record filing in our example above has been running 70 percent then a goal of 98 percent is totally out of the question. If in our example, the Quality Ratio had been running 95 percent then a “stretch” goal of 98 percent may be acceptable.
* **T = Time or Resource Bound:** This is the final clarifier of a good goal. When is the race complete? If we add this final piece of language to our example goal we achieve the following:
  + Improve the Quality Ratio for medical record filing to 98 percent, by 12/31/15, for assigned patients verified through random monthly audits performed by John Doe.

The next step in the goal setting process is to meet with the employee and discuss in detail the goals that have been established for them. The ideal situation would be to have the goals typed into the actual form that will be used for the employee’s performance evaluation. Click on this link to view a [Sample Performance Evaluation Form](#SamplePerformanceEvaluationForm).

Once the goals have been established and discussed they should be frequently reviewed throughout the year checking progress to goal. This is a fifteen-minute meeting with the employee focusing on the goals noted on their Performance Evaluation Form. This process assists the employee in staying focused on the goals and allows for coaching and additional performance assistance on the part of management. Generally, goals should be reviewed with the employee at quarterly intervals, if practicable

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[Performance Evaluation](#PerformanceEvaluation)

The Performance Evaluation is a two way communication process that clarifies the employee’s on-the-job performance to objective and ultimately, under merit or pay-for-performance programs, provides the basis for changes in compensation or promotional opportunities. The key phrase in the statement above is “two-way communication.” To begin the “two-way communication” objective, two performance evaluations are completed; one by the employee, a “self-evaluation;” and one by the supervisor.

At least a week prior to the scheduled Performance Evaluation, the employee completes a Self-Evaluation Form, which should include the objectives or goals previously established for the current evaluation year. The employee is evaluating their own performance relative to achieving the goals. The completed “self-evaluation” form is returned to the supervisor for review.

The supervisor reviews the employee’s comments regarding their performance and prepares a second Performance Evaluation Form addressing the employee’s performance from their perspective. The supervisor’s performance evaluation may also provide written comments regarding the employee’s comments in their “self-evaluation.”

The supervisor then determines if additional compensation, bonus or promotional opportunities are to be made available to the employee based on their performance. Compensation will be discussed with the employee immediately following a face-to-face review of the Performance Evaluation Form with the employee.

Prior to meeting with the employee the completed package consisting of the following documents should be approved by the Office Manager for discussion with the employee:

* Performance Evaluation Form completed by the supervisor.
* Self-Evaluation Form completed by the employee.
* Salary, bonus and/or promotional recommendations completed by the supervisor. Make sure to consider the pay equity rules and make recommendations consistent with those rules.

Upon approval, the formal Performance Evaluation meeting is held. This is an important event. The employee may be anxious to see how **The Practice** views their performance and how they will be rewarded for their actions. Give this meeting the time and respect it merits. The formal Performance Evaluation should be relatively free of surprises if on-going two-way conversations of the Performance Evaluation objectives have been conducted as recommended.

The Performance Evaluation Meeting should be conducted in a private setting without interruption. The setting should be one where both employee and supervisor are comfortable. Take enough time to go over each objective or goal of the Performance Evaluation Form and discuss in whatever detail is necessary to make certain that the employee understands the official view of his or her performance. At the conclusion of the discussion, the employee is asked to sign the Performance Evaluation Form. The signature is not agreement on the part of the employee for the contents of the evaluation but is merely acknowledgement that the Performance Evaluation did take place. If the employee desires to make additional written comments regarding the evaluation they may do so. Unfortunately, there are times when an employee reacts negatively to a performance review and may refuse to sign it. If this happens, simply write a note on the evaluation that the employee refused to sign and date the note.

The supervisor will next discuss compensation, bonus, and promotional opportunity directly stemming from the employees documented job performance noted on the Performance Evaluation Form. Upon completion of this discussion, the Performance Evaluation Form, the employee Self-Evaluation and compensation documents are placed in the employee’s Personnel File Folder.

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[Compensation](#Compensation)

As noted above, compensation changes should be awarded following the completion of the Performance Evaluation to reinforce the contribution made by the employee to the effectiveness of the overall organization.

There are a number of different approaches towards determining compensation. Some programs are tied to the national inflationary index. If inflation goes up one percent during the business year each employee receives a one percent “cost of living” increase. Other programs are tied to the profits of the business. An example would be if **The Practice** produced a business profit of one percent each employee would receive a one percent “profit” increase.

The problem with the two programs briefly described above is that neither truly focuses on rewarding the individual efforts of the employee. A superstar is going to receive the same one percent increase as the employee who is just meeting performance expectations. Compensation programs designed along this premise tend to lack the incentive necessary to keep the above average performers motivated and working for **The Practice**.

Another method designed to truly reward performance is presented here and is commonly referred to as “Pay-For-Performance” program. The program contains the following basic tenets that must be understood by each member of the organization:

* Base pay for employees in a “Pay-For-Performance” program tends to be in the top 40 percent of the industry. This is necessary, as employees are not guaranteed annual increases.
* Salary ranges for the industry are reviewed every three years to make certain that the pay levels of the employee remain competitive.
* The employee’s base pay contemplates that he or she will meet all requirements of the position as defined by **The Practice**.
* Increases to an employee’s base pay are granted because the employee’s job performance consistently exceeds the requirements of the position as defined by **The Practice**.

The establishing of individual employee goals, noted in the Goal Setting material above, followed by effective monitoring and review of the goals at regular intervals is the key to a successful Pay-For-Performance system.

No matter what system is adopted, at all times, **The Practice** must comply with equal pay provisions and laws and not pay any of its employees at wage rates less than the rates paid to employees of the opposite sex, or of a different race or ethnicity, for substantially similar work, when viewed as a composite of skill, effort and responsibility, and performed under similar working conditions, except when based upon law-permitted exceptions. To the extent required by law, **The Practice** must not base a wage differential on an applicant’s/employee’s prior salary. Law permitted exceptions include when an employer can demonstrate that a wage differential is based upon one or more of the following factors, which are applied reasonably and account for the entire wage differential: (1) a seniority system; (2) a merit system; (3) a system that measures earnings by quantity or quality of production; (4) a bona fide factor other than sex, race or ethnicity, such as education, training, or experience.

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[Performance Improvement Program](#PerformanceImprovementProgram)

Nearly every employee at one time or another will have some difficulty performing their job as intended. In the vast majority of cases the employee overcomes this shortcoming. If performance problems continue, a disciplinary process must be introduced to assist the employee in returning to satisfactory levels of performance. This management tool is commonly referred to as a Performance Improvement Program. In general, the Personal Improvement Program consists of the following elements:

* **Counseling:** Constructive coaching and counseling pinpointing the performance issue and its ultimate correction.
* **Verbal Warning*:*** A formal warning that performance must improve or a more structured corrective action will be implemented.
* **Formal Written Warning*:*** A written document clearly defining the action that must be taken to correct the performance issue; the time frame within which the action must be taken; and, the consequences associated with non-compliance.

The starting point for all performance feedback action is the supervisor’s file. A supervisor file is an electronic or paper file folder kept by the supervisor for each employee, and are separate from the Employee Personnel File. They are used primarily to assist the supervisor in preparing formal Performance Evaluations. During the normal course of business the supervisor makes notes regarding the many accomplishments and performance issues demonstrated by the employee as they occur and puts them in the file. At the close of each month, the supervisor reviews the accumulation of notes and determines if any adverse trends are developing. If an adverse trend has developed a meeting is scheduled in which the supervisor and employee discuss the supervisors observations and a plan is jointly developed to resolve the issue. This meeting is the **“Counseling”** element in the Personal Improvement Program noted above. The supervisor continues to monitor the employee’s daily performance with particular emphasis on the performance issue. In most cases, the employee will master the problem. In those few occasions where the problem is not resolved the supervisor will move to the next phase of the Performance Improvement Program, **“Verbal Warning.”**

**“Verbal Warning”**is similar to coaching and counseling with one major difference. The supervisor has attempted to work with the employee to overcome the performance issue. This may have required additional training, upgrading of equipment, etc. If despite these efforts, the employee has still been unable to resolve the performance issue, the supervisor will once again meet with the employee and discuss the situation. In this meeting the employee will be advised that they are being verbally warned that they must resolve the performance issue by a specified date (normally 30 to 60 days). The employee is further informed that if satisfactory results are not obtained within the specified time period, the Performance Improvement Program will be raised to the next level of **“Formal Written Warning,”** which may ultimately end with the termination of employment. The supervisor keeps notes of the meeting and places the notes in the desk file. The supervisor continues to monitor the employee’s daily performance with continued emphasis on the performance issue. Once again, in most cases the employee will master the problem. However, occasionally the problem is not resolved and the supervisor must proceed to the next phase of the Performance Improvement Program, **“Formal Written Warning.”**

**“Formal Written Warning”** is the most critical element of the disciplinary action process. The supervisor should consult with the Office Manager before proceeding with this action. The **“Formal Written Warning”** is a carefully constructed document, which chronicles all activities that have been initiated to correct the performance issue. The document further outlines what action must take place to resolve the problem; by what date the correction must occur; and, the consequences of non-compliance. Click here for a [Sample Written](#SampleWrittenWarningLetters) [Warning Letter](#SampleWrittenWarningLetters).

Once the **“Formal Written Warning”** has been composed, reviewed and approved by the appropriate levels of management, a meeting is schedule with the employee. The supervisor discusses the ongoing problem and presents the warning. Some organizations like to have two management level employees attend this meeting as a witness to what took place. A copy of the signed warning letter is placed in the employee’s Personnel File. If the employee refuses to sign the warning simply make a notation on the letter and initial it.

No formal system or steps of discipline are required, however, as all employees are employed at will. Nevertheless, for similar types of issues, you should be consistent in the levels of discipline imposed to avoid claims of potential discrimination or disparate impact. Some types of issues will allow you to use all of the above steps, while other types of issues will require a more severe first step such as a written warning or even immediate termination. Please consult your Human Resources department.

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[Termination](#Termination)

When all efforts of the Performance Improvement Program have failed, the supervisor should proceed with termination of the employee for the good of the employee and the organization. Terminating an employee is a difficult task, however, if you have followed the outline of the Performance Improvement Program you have given the employee ample time and assistance to raise their level of performance to expectations. You also have a well-documented file demonstrating professional handling of the situation.

There is a certain amount of coordination and preparation necessary for a termination to take place in a dignified, professional manner. Here are the important elements of the termination process:

**Pre-Termination Activities:**

* Provide a private room for the termination with the employee.
* Have the employee’s final paycheck prepared and ready for distribution by the termination date. In California, this is a legal requirement. The check should also include any vacation or Paid Time-Off that has accrued but not been used.
* Coordinate the discontinuance of the employee’s access to computer systems as of the date of termination.
* Identify any company equipment or material that is in the custody of the employee. If the employee has these items at their home, arrangements will need to be made for the item’s collection on the date of termination.
* Have cardboard boxes available for the employee to remove their personal items from their workstation. The employee may wish to remove these personal items immediately or return to the work site after hours to collect the items. Be flexible and accommodate reasonable requests.
* Some organizations will want a member of the Human Resource Department or a Senior Manager to attend the meeting with the supervisor to act as a witness to the event. If this is your preference, make the necessary arrangements.

**Termination Activities:**

* Contact the employee just before the meeting is to take place and ask them to join you in the room you have selected for the termination discussion.
* This can be an emotional event. Keep the discussion centered on the purpose of the meeting. Do not engage in small talk. Get right to the point. Cover all the facts that have led to the decision to terminate the employee.
* Collect all company identification cards, keys, security passes, and corporate credit cards. If the employee has company equipment at their residence make arrangements to have the equipment collected that day.
* Give the employee their final paycheck.
* Determine when the employee would like to gather their personal effects. If they wish to do this immediately, accompany them to their workstation and standby as they pack their belongings.
* Escort the former employee to the office exit.
* Meet with the former employee’s department members and advise them that the employee is no longer working for the organization. Do not furnish any details regarding the event.

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[Exit Interview](#ExitInterview)

Occasionally, employees will resign on a voluntary basis. An exit interview is not required by law, but it may be important to conduct an exit interview to determine the reason for the resignation. This information is valuable in accessing the need for potential future change within the organization.

On the other hand, an exit interview by a hostile employee can create documentation that could be damaging in a lawsuit or claim for Unemployment Insurance benefits. An exit interview, however, can provide your practice with organizational insights that may improve retention and future management.

The interview is short in nature and should be conducted in a comfortable location free from interruption. Keep the responses confidential and do not include them in the employee’s personnel file. Generally, an Exit Interview Form is completed to document the information discussed. Click the following link to view a [Sample Exit Interview Form](#SampleExitInterviewForm).

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**The Practice**

**APPLICATION FOR EMPLOYMENT**

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| ***Please print clearly and complete all information requested. If you need assistance in completing the application, please contact Human Resources.***  [THE COMPANY] is committed to a policy of Equal Employment Opportunity and will not discriminate against an applicant or employee on the basis of race, color, religion, creed, national origin, ancestry, sex, gender, age, physical or mental disability, veteran or military status, genetic information, sexual orientation, gender identity, gender expression, marital status, or any other legally recognized protected basis under federal, state, or local law. The information collected by this application is solely to determine suitability for employment, verify identity, and maintain employment statistics on applicants.  Applicants with disabilities may be entitled to reasonable accommodation under the Americans with Disabilities Act, California's Fair Employment and Housing Act, and local laws. A reasonable accommodation is a change in the way things are normally done which will ensure an equal employment opportunity without imposing undue hardship on the Company. Please inform the Company's personnel representative if you need assistance completing any forms or to otherwise participate in the application process. | | | | | | | | | | | | | | | | | |
| Name: | |  | | | | | | | | | | | | | | | |
|  | Last | | | | | First | | | | | | | Middle | | | | |
| Address: | | |  | | | | | | | | | | | | | | |
| Street: | | | | | | | | City | | | | State | | | | Zip | |
| Home Phone: ( ) | | | | | Cell Phone: ( ) | | | | | | E-mail: | | | | | | |
| **POSITION DESIRED** | | | | | | | | | | | | | | | | | |
| Position Applying For: | | | | | | | | | | | | | | | | | |
| Desired Salary: | | | | | | | | | Date Available: | | | | | | | | |
| Type of Work Desired: | | | | Full Time | | | Part Time | | | Either | | | | |  | | |
| **PERSONAL INFORMATION** | | | | | | | | | | | | | | | | | |
| If hired, can you present proof of your legal right to work in the United States? | | | | | | | | | | | | | | [ ] Yes | | | [ ] No |
| Are you at least 18 years of age or older? If “no,” a work permit may be required. | | | | | | | | | | | | | | [ ] Yes | | | [ ] No |
| For reference purposes, have you worked under, or been known by, another name? If yes, please list other name(s): | | | | | | | | | | | | | | [ ] Yes | | | [ ] No |
| As part of the selection process, if you are provided with an offer of employment, it will be contingent upon, among other requirements, your completion of a criminal background check to the maximum extent permitted by law. Do you understand this requirement?  (Note: [EMPLOYER NAME] will consider qualified applicants with a criminal history pursuant to the California Fair Chance Act. You do not need to disclose your criminal history or participate in a background check until a conditional job offer is made to you. After making a conditional offer and running a background check, if [EMPLOYER NAME] is concerned about a conviction that is directly related to the job, you will be given the chance to explain the circumstances surrounding the conviction, provide mitigating evidence, or challenge the accuracy of the background report. For more information about the Fair Chance Act, please visit the California Civil Rights Department's Fair Chance Act [webpage](https://calcivilrights.ca.gov/fair-chance-act/fca-compliance-statement/).) | | | | | | | | | | | | | | [ ] Yes | | | [ ] No |
| If you are seeking a position that requires a professional license/certification, has your license/certification ever been revoked, suspended, limited, and/or are you currently the subject of a proceeding that could affect your license/certification? If yes, please explain: | | | | | | | | | | | | | | [ ] Yes | | | [ ] No |
| Have you ever been sanctioned, suspended, or barred from participation in any Federal Health Care Programs such as Medicare or Medicaid?  If yes, please explain: | | | | | | | | | | | | | | [ ] Yes | | | [ ] No |
| Have you ever been discharged from any employment, asked to resign or advised that if you did not resign, your employment would be terminated? If yes, please explain. | | | | | | | | | | | | | | [ ] Yes | | | [ ] No |

The Practice is an Equal Opportunity Employer and does not unlawfully discriminate in employment. No question on this application is used for the purpose of limiting or excluding any applicant from consideration for employment on a basis prohibited by local, state, or federal law. Those applicants requiring reasonable accommodation to the application and/or interview process should notify the Office Manager.

Please note that the Company may refuse to hire relatives of present employees if doing so could result in actual or potential problems in supervision, security, safety, or morale, or if doing so could create a conflict of interest.

| **EDUCATION AND TRAINING** | | | | |
| --- | --- | --- | --- | --- |
| **Type of School** | **Name and Location** | **No. of Years Completed** | **Major & Degree** | **Did You Graduate** |
| High School/ GED |  |  |  | [ ] [ ] Yes No |
| Trade or Technical School |  |  |  | [ ] [ ] Yes No |
| College or University |  |  |  | [ ] [ ] Yes No |
| Other |  |  |  | [ ] [ ] Yes No |

| **SPECIAL SKILLS** | | |
| --- | --- | --- |
| Licenses/Certificates: | Answer only if position applied for requires driver’s license.  Do you have a valid California driver’s license?  [ ] Yes [ ] No | |
| Keyboarding WPM: | Computer Programs: | |
| Office Equipment: | | |
| Do you have any other experience, training, qualifications or skills which you feel makes you especially suited for the position applied for? If so, please explain. | | [ ] [ ] Yes No |

| **EMPLOYMENT HISTORY** | | | |
| --- | --- | --- | --- |
| **For the last 10 years, starting with most recent, list each job held and account for all periods between jobs. Attach additional sheets if necessary.** | | | |
| **EMPLOYER:** | | May we contact this employer? [ ] Yes [ ] No | |
| Address:  Phone: | | Supervisor’s Name: | |
| Date Started: | Date Left: |  |  |
| Title or Position: | | | |
| Duties and Responsibilities: | | Reason for Leaving: | |
| Account for periods of unemployment between jobs: | | | |
| **EMPLOYER:** | | May we contact this employer? [ ] Yes [ ] No | |
| Address:  Phone: | | Supervisor’s Name: | |
| Date Started: | Date Left: |  |  |
| Title or Position: | | | |
| Duties and Responsibilities: | | Reason for Leaving: | |
| Account for periods of unemployment between jobs: | | | |
| **EMPLOYER:** | | May we contact this employer? [ ] Yes [ ] No | |
| Address:  Phone: | | Supervisor’s Name: | |
| Date Started: | Date Left: |  |  |
| Title or Position: | | | |
| Duties and Responsibilities: | | Reason for Leaving: | |
| Account for periods of unemployment between jobs: | | | |
| **EMPLOYER:** | | May we contact this employer? [ ] Yes [ ] No | |
| Address:  Phone: | | Supervisor’s Name: | |
| Date Started: | Date Left: |  |  |
| Title or Position: | | | |
| Duties and Responsibilities: | | Reason for Leaving: | |
| Account for periods of unemployment between jobs: | | | |

| **PERSONAL REFERENCES** | | | |
| --- | --- | --- | --- |
| Please list two persons not related to you who can provide professional and/or character references. | | | |
| Name | Telephone No. | Email Address | Years Acquainted |
| 1. | ( ) |  |  |
| 2. | ( ) |  |  |

If you receive a conditional offer of employment, you may be asked to identify any relative who is a current employee of the Company. For purposes of this policy, “relative” is defined as any person who is related by blood or marriage, or whose relationship with the employee is similar to that of people who are related by blood or marriage.

Have you signed or otherwise agreed to any non-solicitation, non-competition, or other similar agreement with any prior employer?  Yes  No If yes, explain: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**PLEASE READ CAREFULLY AND INITIAL EACH PARAGRAPH BEFORE SIGNING**

| **CERTIFICATION** | |
| --- | --- |
| **Important, please read carefully and sign.** | |
| I understand that, where permissible under applicable federal, state, or local law, I may be subject to a pre-employment drug test after receiving a conditional offer of employment and must receive a negative result for illegal drug use.  \_\_\_\_\_\_\_\_\_\_\_ Initials  I understand that, where permissible under applicable federal, state, or local law, I may be subject to a pre-employment medical examination after receiving a conditional offer of employment, and must meet the qualifications for the position, with or without reasonable accommodation, before being permitted to start work with the Company.  \_\_\_\_\_\_\_\_\_\_\_ Initials  I understand employment with the Company is also contingent on my providing sufficient documentation necessary to establish my identity and eligibility to work in the United States.  \_\_\_\_\_\_\_\_\_\_\_ Initials  I authorize the Company and its representatives to contact my prior employers and all others (with the exception of my current employer, only if I have marked “May we contact this employer?”) for the purpose of verification of the information I have supplied and release same from any liability resulting from the information released. I authorize employers, schools, and other persons named on this application to provide any information or transcripts requested.  \_\_\_\_\_\_\_\_\_\_\_ Initials  I certify that, if employed, my employment with the Company will not conflict with, or result in the violation of, breach of, or default under, any contract, agreement, or understanding that I am a party to or am bound by, other than those I have disclosed in this application, if any.  \_\_\_\_\_\_\_\_\_\_\_ Initials  I certify that, if employed, I will report to my supervisor, a representative of HR, or other member of management, if I am ever harassed by someone in the company or if I ever become aware of any unethical behavior by any employee.  \_\_\_\_\_\_\_\_\_\_\_ Initials  **I understand and agree that, if hired, my employment will be at will, which means employment is for an indefinite period of time and may be terminated by myself or the Company at any time, with or without cause, and with or without notice.**  \_\_\_\_\_\_\_\_\_\_\_ Initials  I certify that all of the above information is true and complete, and I understand that any falsification or omission of information made by me may disqualify me from further consideration for employment or, if hired, may result in termination at any time during the period of my employment regardless of the amount of time that has passed.  \_\_\_\_\_\_\_\_\_\_\_ Initials  An offer of employment is conditioned upon complying with the Company's requirements including, but not limited to, signing a separate disclosure and consent form before any background investigation in compliance with federal, state, and local laws.  MY SIGNATURE MEANS THAT I HAVE READ AND AGREE WITH THE ABOVE STATEMENTS. | |
|  | |
| Applicant’s Signature | Date: |

[**Editor’s Notes:**

**Ban the Box Legislation**

Government Code § 12952 prohibits covered employers with five or more employees from (1) including on an employment application any question seeking disclosure of an applicant’s conviction history, (2) inquiring into or considering an applicant’s conviction history until after a conditional employment offer has been made, and (3) considering, distributing, or disseminating information developed as a result of a background check that is related to (a) certain arrests not followed by a conviction, (b) referral to or participation in a pre-trial or post-trial diversion program, (c) convictions that have been sealed, dismissed, expunged, or statutorily eradicated, and (d) any conviction for which the convicted person has received a full pardon or has been issued a certificate of rehabilitation.

If an employer intends not to hire the applicant because of a prior conviction, the employer must first conduct an individualized assessment to determine whether the conviction has a direct and adverse relationship with specific job duties that justifies denying employment. Employers must consider all of the following factors in making this individualized assessment: (a) the nature and gravity of the offense or conduct; (b) the time that has passed since the offense or conduct and completion of the sentence; and (c) the nature of the job held or sought. Any preliminary decision not to hire because of a conviction history requires written notice to the applicant, who must be given the opportunity to respond. The notice shall include the conviction(s) which form the basis for disqualification, a copy of the conviction history report, an explanation of the applicant’s right to respond to the preliminary decision, the deadline for the applicant’s response (you must provide at least five business days); and an explanation that the response can include evidence challenging the accuracy of the conviction history report and/or evidence of rehabilitation or mitigating circumstances. The applicant then has at least five business days to respond to the preliminary decision, which can be extended under certain circumstances. If within the five business days, the applicant notifies the employer in writing that the applicant disputes the conviction history report’s accuracy and is taking steps to obtain evidence, then the employer must give the applicant an additional five days to respond. The employer must consider the information subsequently provided by the applicant before making a final decision.

If the employer makes a final decision to deny employment in whole or in part because of the criminal conviction, written notice to the applicant is again required. The notice must provide notice of the final denial or disqualification, explain any existing procedure the employee has to challenge the decision or to request reconsideration, and must disclose that the employee has the right to file a complaint with the Department of Fair Employment and Housing.

An aggrieved individual may sue for the full range of damages available under the California Fair Employment and Housing Act (“FEHA”), including compensatory damages, punitive damages, attorneys’ fees, and costs.

**No Juvenile Crimes**

Further, even when you can conduct a criminal inquiry there are now additional restrictions on the information you can find out as follows: Labor Code section 432.7 restrictions on inquiries regarding criminal history have been expanded to prohibit asking an applicant to disclose juvenile convictions. Additionally, an employer may not: (1) ask an applicant to disclose information related to an arrest, detention, processing, diversion, supervision, adjudication, or court disposition that occurred while the person was subject to the process and jurisdiction of juvenile court law; or (2) seek from any source or utilize as a factor in determining any condition of employment any record concerning or related to an arrest, detention, processing, diversion, supervision, adjudication, or court disposition that occurred while a person was subject to the process and jurisdiction of juvenile court law. The bill makes a narrow exception for employers at a health facility to permit inquiry into an applicant’s juvenile criminal background if a juvenile court made a final ruling or adjudication that the applicant had committed a felony or misdemeanor relating to certain sex or controlled substances crimes within five years preceding the employment application, although inquiries regarding sealed juvenile criminal records are prohibited. An employer at a health facility seeking disclosure of juvenile offense history under this exception will be required to provide the applicant with a list describing offenses for which disclosure is sought. The law is effective January 1, 2017.

**No prior salary history**

Please note that effective 1/1/17, you may no longer inquire about salary information for an employee’s prior job history.  You cannot use that prior salary information to justify a pay disparity and should already have your own system for determining equal pay for substantially similar work.

**I-9/Immigration Changes**:

Please note that a new law effective 1/1/17 prohibits an employer from doing any of the following: (1) requesting more or different documents than are required under federal law; (2) refusing to honor documents tendered that on their face reasonable appear to be genuine; (3) refusing to honor documents or work authorization based upon the specific status or term of status that accompanies the authorization to work; and (4) attempting to reinvestigate or reverify an incumbent employee’s authorization to work using an unfair immigration-related practice.  Complaints can be made to the state labor commissioner and penalties of up to $10,000 can be recovered.

Although California residents may be able to obtain driver’s licenses under State law despite lack of certain federal documentation, such driver’s licenses will contain a phrase mentioning federally limited or limited under federal law or not acceptable for official federal purposes.  California employers must accept California AB 60 licenses presented by individuals as List B documents, as long as the license appears to be genuine, relates to the individual and otherwise meets Form I-9 requirements. Individuals who present a driver’s license as List B documentation must also submit a valid List C document that establishes employment authorization pursuant to USCIS rules.  Please note that such a federally limited driver’s license cannot be used as a basis to discrimination, harass or retaliate against an employee.

As of September 18, 2017, all employers must use the updated Form I-9 with the revision date 10/21/2019.

Employers are required to provide written notice of an immigration agency’s inspection *Form I-9* or other employment records within 72 hours of receiving the federal notice of inspection to current employees. The Labor Commissioner model posting template can be accessed [here](http://www.dir.ca.gov/DLSE/Notice_to_Employee.html).

Employers are also required to provide affected employees a copy of the inspection notice, upon reasonable request, as well as a copy of the immigration agency inspection results and written notice of the obligations of the employer and the affected employee arising from the action within 72 hours of receipt of such notice. An “affected employee” is one identified by the inspection results as potentially lacking work authorization or having document deficiencies.

AB 540 also makes it unlawful for employers to reverify the employment eligibility of current employees in a time or manner not allowed by federal employment eligibility verification laws. While federal law already prohibits unlawful reverification practices, such as reverification of unexpired documentation, this bill adds an additional state civil penalty of up to $10,000 for such practices.]

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**To be completed following an interview**

**Interview Report**

Name Date

Position Desired

|  |  |
| --- | --- |
| Rate the applicant and provide relevant comments below, if the category applies to the position sought, then make additional comments below. | |
| **Work Experience** |  | |
| **Knowledge** |  | |
| **Communication Skills** |  | |
| **Motivation/Goals** |  | |
| **Supervisory/Management Experience (if relevant/applicable)** |  | |
| **Adaptability** |  | |
| **Teamwork Skills** |  | |
| **Growth Potential** |  | |
| **Educational Qualifications/Background (if applicable)** |  | |

Summary Comments:

**Overall Impression**

🞎 Unsatisfactory 🞎 Marginal 🞎 Satisfactory 🞎 Very Good 🞎 Excellent

**Additional Comments**

**Should We Interview Further?** Yes 🞎 No 🞎

Interviewer Signature Date

Print Name

[**Editor’s Note**: Under new Labor Code § 432.3, employers are prohibited from asking about a job applicant’s salary history, including compensation and benefits information. Employers also are banned from seeking the information through an agent, such as a third-party recruiter. An exception exists for salary history information that is disclosable to the public pursuant to federal or state disclosure laws such as the California Public Records Act and the federal Freedom of Information Act. An applicant’s salary history may not be used to determine whether to hire the applicant or how much to pay the applicant. An employer may, however, consider salary information that is voluntarily disclosed by the applicant without any prompting, in determining the salary for that applicant, though prior compensation volunteered by the employee alone cannot be used to justify a disparity in compensation. Employers who consider salary information that is voluntarily disclosed by an applicant should do so with caution, and should consider consulting with legal counsel.

California law further requires employers to disclose pay scales to current employees and on job postings, and to report certain pay data to the California Civil Rights Department (CRD, formerly DFEH). Specifically, employers with more than 15 employees must include a pay scale in all job postings (and must provide that information to third parties who post those jobs). In addition, all employers must provide a pay scale for a current employee’s position at the employee’s request.]

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**[Sample Thank You Form Letter](#SampleThankYouFormLetter)**

Date

Dear \_\_\_\_\_\_\_\_\_:

We are in receipt of your resume and job application for our \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ position. We thank you for your interest in **The Practice**. Unfortunately, we do not have an opening that coincides with your experience at this time.

Although we are unable to consider your job application at this time, we will keep it in our files for three months for reference in the event a suitable position becomes available.

Thank you for your interest in **The Practice.**Best wishes for success in your future endeavors.

Sincerely,

John Doe

Office Manager, **The Practice**

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**[Sample Offer Form Letter](#SampleOfferFormLetter)**

Date

Dear \_\_\_\_\_\_\_\_\_\_\_:

We are very pleased to extend you a conditional offer of employment with **The Practice** as a [Title] in the \_\_\_\_\_\_\_\_\_ office. This letter sets forth the terms of your employment with the Company and supersedes any prior representations or agreements, whether written or oral.

Your employment with us will tentatively begin on [START DATE]. Your Start Date may be subject to change, dependent upon when satisfactory background/employment verification results are received (as addressed in detail below).

**[IF NON-EXEMPT:** Your starting hourly compensation for this position is [Wage]] **OR [IF EXEMPT:** Your starting annual salary for this position is [Salary]]. **[IF NON-EXEMPT:** This position is considered non-exempt under federal and state wage and hour laws, which means you are eligible for overtime pay**] [IF EXEMPT:** This position is considered exempt under federal and state wage and hour laws, which means you are not eligible for overtime pay. Your salary is intended to provide compensation for all hours worked each week, whether few or many**]**. You will be paid [insert frequency/date of pay/method of pay], subject to normal withholdings. We anticipate a work week of \_\_\_ hours, which may vary or change depending on business needs. By accepting this position, you are agreeing to possible future changes in days or shifts worked.

In your capacity as [POSITION], you will [have such duties and responsibilities as are appropriate for the position/be responsible for [INSERT DUTIES OR ATTACH JOB DESCRIPTION AND REFERENCE IT IN THIS LETTER]]. You will report directly to [POSITION], currently [NAME], or another individual designated by **The Practice’s** [POSITION].

[Because you will be a full-time employee, you are expected to devote your full energy and efforts to your work for the Practice during your working hours. Any outside work that conflicts with this obligation creates an inappropriate conflict of interest that will lead to disciplinary action up to and including termination of employment. If you have outside employment, you should disclose it to us before accepting this position so that we can discuss whether or not your outside employment would present a conflict of interest with the position we are offering you.]

All Company employees receive benefits mandated by law, including but not limited to, workers’ compensation and Social Security benefits. You will be eligible to participate in any benefit plans and programs in effect from time to time, including group medical and life insurance, disability benefits, [OTHER BENEFITS]], and other fringe benefits as are made available to other similarly situated employees of **The Practice**, in accordance with and subject to the eligibility and other provisions of such plans and programs. Enclosed is the benefits summary for your review. The benefits identified above will become effective on \_\_\_\_\_. Please feel free to contact \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_with any questions.

You are also eligible for paid time off, which includes [Vacation time/Paid Time off (“PTO”), sick time, and holidays]. These benefits are described in the Company’s Employee Handbook, which will be provided to you upon commencement of your employment. You will be subject to all applicable employment and other policies of **The Practice**, as outlined in **The Practice’s** Employee Handbook and elsewhere.

You agree that during your employment and after termination, for any reason, not to divulge without our written permission, any confidential or secret information acquired by you while in our employment and that you will sign [Insert confidentiality agreement document title here] upon the commencement of your employment at the Practice.

This offer and start date are contingent upon satisfactory completion of the following requirements based upon job duties and business necessity:

Background/fingerprint investigation.

Reference check.

Licensure/certification/educational credentials verification.

A job specific skills examination.

Drug screen.

Pre-employment physical examination (to be conducted after all other non-medical checks, verifications and tests have been completed).

If your position requires driving, a motor vehicle clearance and proof of auto insurance is required. The pre-employment process and documents are outlined in the offer packet. Please do not take any significant steps, such as quitting your job, etc., until we notify you that these contingencies are complete. Once these contingencies are clear, we will contact you to confirm a start date.

Additionally, your acceptance of this offer of employment means that you understand and agree:

• This letter does not constitute an employment agreement between you and the Company. Employment with the Company is considered “at will,” meaning it is for no fixed duration and can be terminated by you or the Company at any time with or without notice and with or without cause. Similarly, the Company also is free to end your employment at any time, with or without cause or advance notice. At-will employment also means that the Company may make decisions regarding other terms of employment at any time with or without advance notice or cause, including but not limited to demotion, discipline, promotion, transfer, compensation, and duties.

• To familiarize yourself with and adhere to the Company’s policies and procedures, including those contained in the Employee Handbook, which will be provided to you during your orientation.

This letter, along with the Company’s policies and procedures, set forth the terms of your employment with the Company, and supersedes any prior representations or agreements, whether written or oral. This letter may only be modified by a written agreement signed by you and the President of the Company.

As required by the U.S. Citizenship and Immigration Service, employment is contingent upon completing an Employment Eligibility Verification Form (I-9) and providing proper documentation upon your start date.

All of us at **The Practice** are excited at the prospect of you joining our team. If you have any questions about the above details, please call me immediately. If you wish to accept this position, please sign below and return this letter agreement to [me/[POSITION]] within [NUMBER] days. This offer is open for you to accept until [DATE], at which time it will be deemed to be withdrawn.

I look forward to hearing from you.

Yours sincerely,

................................................................

[NAME]

On behalf of [NAME OF EMPLOYER]

Signed .....................................................

Date ........................................................

ACCEPTED AND AGREED:

[NAME OF APPLICANT]

Signed .....................................................

Date ........................................................

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**[Sample Orientation Documentation Checklist](#SampleOrientationDocumentationChecklist)**

**The Practice**

**Orientation Document Checklist**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Document Title** | | Completion Date | | Date Given | Date Received |
| Signed Offer Letter | | Prior to First Day of Employment | | \_\_\_/\_\_\_/\_\_\_\_ | \_\_\_/\_\_\_/\_\_\_\_ |
| Form I-9 | | First Day of Employment | | \_\_\_/\_\_\_/\_\_\_\_ | \_\_\_/\_\_\_/\_\_\_\_ |
| Arbitration Form | | First Day of Employment | | \_\_\_/\_\_\_/\_\_\_\_ | \_\_\_/\_\_\_/\_\_\_\_ |
| Confidentiality Form | | First Day of Employment | | \_\_\_/\_\_\_/\_\_\_\_ | \_\_\_/\_\_\_/\_\_\_\_ |
| Emergency Contact Information | | First Day of Employment | | \_\_\_/\_\_\_/\_\_\_\_ | \_\_\_/\_\_\_/\_\_\_\_ |
| Monthly Parking Contract | | First Day of Employment | | \_\_\_/\_\_\_/\_\_\_\_ | \_\_\_/\_\_\_/\_\_\_\_ |
| Receipt of Personnel Policy Handbook | | First Day of Employment | | \_\_\_/\_\_\_/\_\_\_\_ | \_\_\_/\_\_\_/\_\_\_\_ |
| Federal Withholding Form W-4 | | First Day of Employment | | \_\_\_/\_\_\_/\_\_\_\_ | \_\_\_/\_\_\_/\_\_\_\_ |
| State Withholding Form DE4 | | First Day of Employment | | \_\_\_/\_\_\_/\_\_\_\_ | \_\_\_/\_\_\_/\_\_\_\_ |
| Wage Theft Prevention Act Notice (Non-Exempt employees only) | | First Day of Employment | |  |  |
| Right to Workers’ Compensation Benefits (Time of Hire Pamphlet) | | First Day of Employment | | \_\_\_/\_\_\_/\_\_\_\_ | \_\_\_/\_\_\_/\_\_\_\_ |
| Personal Physician/Chiropractic Pre-Designation Form | | First Day of Employment | | \_\_\_/\_\_\_/\_\_\_\_ | \_\_\_/\_\_\_/\_\_\_\_ |
| Form DE 2515: Disability Insurance Pamphlet | | First Day of Employment | | \_\_\_/\_\_\_/\_\_\_\_ | \_\_\_/\_\_\_/\_\_\_\_ |
| Initial Notice of COBRA Rights (Upon Eligibility) | | First Day of Employment | | \_\_\_/\_\_\_/\_\_\_\_ | \_\_\_/\_\_\_/\_\_\_\_ |
| Paid Family Leave Insurance Program Pamphlet (DE 2511) | | First Day of Employment | | \_\_\_/\_\_\_/\_\_\_\_ | \_\_\_/\_\_\_/\_\_\_\_ |
| California Family Rights Act/Pregnancy Leave Notice | | First Day of Employment | | \_\_\_/\_\_\_/\_\_\_\_ | \_\_\_/\_\_\_/\_\_\_\_ |
| Sexual Harassment Information Sheet | | First Day of Employment | | \_\_\_/\_\_\_/\_\_\_\_ | \_\_\_/\_\_\_/\_\_\_\_ |
| Direct Deposit Authorization Form | | Voluntary | | \_\_\_/\_\_\_/\_\_\_\_ | \_\_\_/\_\_\_/\_\_\_\_ |
| Expense Report Forms and Procedure | | As Needed | | \_\_\_/\_\_\_/\_\_\_\_ | \_\_\_/\_\_\_/\_\_\_\_ |
| Summary of Major Benefits | | First Day of Employment | | \_\_\_/\_\_\_/\_\_\_\_ | \_\_\_/\_\_\_/\_\_\_\_ |
| Health Insurance Packet | | Per Health care Provider Requirements | | \_\_\_/\_\_\_/\_\_\_\_ | \_\_\_/\_\_\_/\_\_\_\_ |
| Dental Insurance Packet | | Per Dental Provider Requirements | | \_\_\_/\_\_\_/\_\_\_\_ | \_\_\_/\_\_\_/\_\_\_\_ |
| Life Insurance Enrollment Form | | Per Life Insurance Provider Requirements | | \_\_\_/\_\_\_/\_\_\_\_ | \_\_\_/\_\_\_/\_\_\_\_ |
| Long Term Disability Enrollment Form | | Per Disability Provider Requirements | | \_\_\_/\_\_\_/\_\_\_\_ | \_\_\_/\_\_\_/\_\_\_\_ |
| Introductory Employment Period | | First Day of Employment | | \_\_\_/\_\_\_/\_\_\_\_ | \_\_\_/\_\_\_/\_\_\_\_ |
| Performance Evaluation | | First Day of Employment | | \_\_\_/\_\_\_/\_\_\_\_ | \_\_\_/\_\_\_/\_\_\_\_ |
| Salary Administration | | First Day of Employment | | \_\_\_/\_\_\_/\_\_\_\_ | \_\_\_/\_\_\_/\_\_\_\_ |
| Paid Time Off and Sick Time Accruals | | First Day of Employment | | \_\_\_/\_\_\_/\_\_\_\_ | \_\_\_/\_\_\_/\_\_\_\_ |
| 401K Savings and Retirement Plan | | First Day of Employment | | \_\_\_/\_\_\_/\_\_\_\_ | \_\_\_/\_\_\_/\_\_\_\_ |
| Time Sheets and Time Off Requests | | First Day of Employment | | \_\_\_/\_\_\_/\_\_\_\_ | \_\_\_/\_\_\_/\_\_\_\_ |
| Work Permit (if employee is a minor) | First Day of Employment | | \_\_\_/\_\_\_/\_\_\_\_ | | \_\_\_/\_\_\_/\_\_\_\_ |
| Confidentiality Agreement | First Day of Employment | | \_\_\_/\_\_\_/\_\_\_\_ | | \_\_\_/\_\_\_/\_\_\_\_ |
| Mutual Agreement to Arbitration (only if applicable) | First Day of Employment | | \_\_\_/\_\_\_/\_\_\_\_ | | \_\_\_/\_\_\_/\_\_\_\_ |
| Property Return Agreement | First Day of Employment | | \_\_\_/\_\_\_/\_\_\_\_ | | \_\_\_/\_\_\_/\_\_\_\_ |
| Consent to Drug Testing (if applicable) | First Day of Employment | | \_\_\_/\_\_\_/\_\_\_\_ | | \_\_\_/\_\_\_/\_\_\_\_ |
| Credit and Background Check Forms | First Day of Employment | | \_\_\_/\_\_\_/\_\_\_\_ | | \_\_\_/\_\_\_/\_\_\_\_ |
| Safety Programs/Training | | First Day of Employment | | \_\_\_/\_\_\_/\_\_\_\_ | \_\_\_/\_\_\_/\_\_\_\_ |
| Injury Illness Prevention Program | | First Day of Employment | | \_\_\_/\_\_\_/\_\_\_\_ | \_\_\_/\_\_\_/\_\_\_\_ |
| Rights of Victims of Domestic Violence, Sexual Assault, and Stalking (Required for Employers with 25+ employees) | | First Day of Employment | | \_\_\_/\_\_\_/\_\_\_\_ | \_\_\_/\_\_\_/\_\_\_\_ |
| Employee Recognition Programs | | First Day of Employment | | \_\_\_/\_\_\_/\_\_\_\_ | \_\_\_/\_\_\_/\_\_\_\_ |
| Anniversary Recognition Programs | | First Day of Employment | | \_\_\_/\_\_\_/\_\_\_\_ | \_\_\_/\_\_\_/\_\_\_\_ |
| Report of New Employee (DE 34) [NOTE: The California Employment Development Department (EDD) requires employers to submit information regarding new hires within 20 days of hire.] https://www.edd.ca.gov/pdf\_pub\_ctr/de34.pdf | | Submit to EDD within 20 days of hire | | \_\_\_/\_\_\_/\_\_\_\_ | \_\_\_/\_\_\_/\_\_\_\_ |
| California Lactation Accommodation Policy (can be provided along with employee handbook) | | First Day of Employment | | \_\_\_/\_\_\_/\_\_\_\_ | \_\_\_/\_\_\_/\_\_\_\_ |
| Employee Handbook/Policies Acknowledgment | | First Day of Employment | | \_\_\_/\_\_\_/\_\_\_\_ | \_\_\_/\_\_\_/\_\_\_\_ |

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**[Sample Performance Evaluation Form](#SamplePerformanceEvaluationForm)**

**The Practice**

**Employee Performance Evaluation**

**Employee Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Evaluation Date: \_\_\_\_\_\_\_\_\_\_\_\_\_ Date of Hire: \_\_\_\_\_\_\_\_\_\_\_\_**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Goal #** | ***Goal/Standard*** | ***Result*** | **\* Rank** | **Comments** |
| **1** |  |  |  |  |
| **2** |  |  |  |  |
| **3** |  |  |  |  |
| **4** |  |  |  |  |
| **5** |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |

**\* Rank: NI (Needs Improvement); M (Meets Expectations); E (Exceeds Expectations)**

**Overall Performance Comments (Communication, Teamwork, Attendance, etc.):**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Overall Performance Ranking: \_\_\_\_\_\_\_\_\_\_\_\_\_**

**Employee Comments: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Supervisor Signature Employee Signature**

[Return to Goal Setting](#ReturnPerformanceEvaluationForm)

[Return to Table of Contents.](#KeyElementsOfEmploymentManagement)

**REQUEST FOR REASONABLE ACCOMMODATION-CONFIDENTIAL**

The California Fair Employment and Housing Act requires employers of five or more employees to provide reasonable accommodation for individuals with a physical or mental disability to perform the essential functions of their job unless it would cause an undue hardship. The law does not require the use of this or any other form to make a request for a reasonable accommodation. This form and any supporting materials or information is confidential and should be kept separate from an employee’s personnel file.

March 25, 2024

Dear [EMPLOYEE NAME]:

This letter is to follow-up [to your voicemail left on XX date, OR to a request made on your behalf regarding the potential need for an accommodation.] If it was your intention to request an accommodation, we would appreciate if you would complete the enclosed form so that we may understand and consider your request.

Please call me with any questions or concerns.

Sincerely,  
  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
  
[NAME]  
[TITLE]  
[Email/Phone no.]

[Enclosure: Request Form, with Job Description and Appropriate Certification Form Attached]

**Please return within fifteen (15) calendar days / Return By****[DATE]**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **To Be Completed by Benefits Department/Employer** | | | | |
|  | |  |  | |
|  | |  |  | |
| **Date Form Provided to Employee** | |  | **Form Provided By** | |
| **Name of Employee:** |  | | **Job Title:** |  |
| **Employee ID:** |  | | **Dept:** |  |
| **FT/PT Status:** |  | |  |  |
|  |  | |  |  |

[USE WHEN THERE IS NO NEED TO REQUEST MEDICAL INFORMATION - DELETE THIS BRACKET BEFORE PRINTING]

To Be Completed by Employee/Requestor

***Date of Request*** ***[DATE]***

***Please identify any essential functions of your current position that you are unable to perform without reasonable accommodation (see attached job description).***  *(Attach additional sheets as necessary; number of additional sheets \_\_.)*

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

***Please describe any job-related limitations or restrictions related to your condition that prevent you from performing the essential functions of your current position. (*** *Attach additional sheets as necessary; number of additional sheets \_\_.)*

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

//

//

***Please describe the specific reasonable accommodation(s) you are requesting from the Company. If you are requesting a leave of absence, indicate the beginning and end date of such leave.****(Attach additional sheets as necessary; number of additional sheets \_\_.)*

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

I hereby certify that I have read and understand the foregoing statements and that each  
of my responses thereto is true and correct.

|  |  |  |
| --- | --- | --- |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date |

**Please return within seven calendar days / Return By** **[DATE]**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **To Be Completed by Benefits Department/Employer** | | | | |
|  | |  |  | |
|  | |  |  | |
| **Date Form Provided to Employee** | |  | **Form Provided By** | |
| **Name of Employee:** |  | | **Job Title:** |  |
| **Employee ID:** |  | | **Dept:** |  |
| **FT/PT Status:** |  | |  |  |
|  |  | |  |  |

[USE WHEN REQUESTING MEDICAL INFORMATION - DELETE THIS BRACKET BEFORE PRINTING]

To Be Completed by Employee/Requestor

***Date of Request*** ***[DATE]***

***Please identify any essential functions of your current position that you are unable to perform without reasonable accommodation (see attached job description).***  
*(Attach additional sheets as necessary; number of additional sheets \_\_.)*

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

***Please describe any job-related limitations or restrictions that prevent you from performing the essential functions of your current position.***

*Attach additional sheets as necessary; number of additional sheets \_\_.)y*

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

***Please describe the specific reasonable accommodation(s) you are requesting from the Company. If you are requesting a leave of absence, indicate the beginning and end date of such leave.***  
*(Attach additional sheets as necessary; number of additional sheets \_\_.)*

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

***In the event medical support for this request is needed, my health care provider(s) with relevant information are:****provide name, practice, and telephone number*

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*Please note: The providing of necessary medical support requested as part of the accommodation process may be covered by health insurance.*

I hereby certify that I have read and understand the foregoing statements and that each of my responses thereto is true and correct. I understand I may be required by my health care provider to complete a release and authorization agreement to submit medical information to [INSERT COMPANY NAME] if the Company requires medical support. Any medical information sought by the Company will be strictly limited to information regarding any physical or mental limitations I may have that may affect my ability to perform work at the Company. The Company will use this information to determine my ability to perform work and whether any reasonable accommodation(s) are required.

|  |  |  |
| --- | --- | --- |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date |

**SECTION B: CERTIFICATION FROM PHYSICIAN/HEALTH CARE PROVIDER**

**AUTHORIZATION TO RELEASE AND RECEIVE MEDICAL INFORMATION**

**AUTHORIZATION**: I authorize the disclosure and use of my individually identifiable health information below by any physician, health care provider, agency or medical facility (“Provider”) to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“the Company”), and its authorized agents and representatives as described below. I understand that I am not required to sign this form to receive my health care benefits (enrollment, treatment or payment).

This authorization is limited to information regarding any physical or mental limitation(s) I may have which may affect my ability to perform my position at the Company. Specifically, I authorize the Provider(s) listed below to consult with the Company and release any medical information concerning the extent to which my physical or mental condition(s) constitutes a disability, my ability to perform my position, and consideration for possible reasonable accommodation. The Company will use this information to determine whether my physical or mental condition(s) constitutes a disability, my ability to perform the essential functions of my position, and possible reasonable accommodation.

**PROVIDERS AUTHORIZED TO RELEASE INFORMATION:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**DURATION**: This authorization shall be effective as of the date of my signature and shall continue in full force and effect for one year thereafter, unless a shorter duration is required by applicable state law.

**REVOCATION:** This authorization may be revoked at any time prior to its expiration date by notifying the persons/organizations providing the information in writing, but the revocation will not have any effect on actions that the Provider(s) took before it received the revocation.

**IMPORTANT INFORMATION:** I understand that the information that is used or disclosed pursuant to this authorization may be re-disclosed by the receiving entity. I have the right to seek assurances from the Company that they will not re-disclose the information to any other party without my permission. A copy of this authorization shall be as valid as the original. I understand that I have a right to receive a copy of this authorization.

**EMPLOYEE CERTIFICATION**

|  |  |
| --- | --- |
| I certify that I authorize the disclosure of my health information by the above-referenced healthcare provider(s) to the Company as set forth in this document. I further certify that I authorize the Company to use such health information disclosed by my healthcare provider(s) for the purposes set forth in this document. | |
| EMPLOYEE SIGNATURE: | DATE: |
| EMPLOYEE NAME (PRINTED): | |

**IMPORTANT NOTE TO PROVIDER: The Genetic Nondiscrimination Act of 2008 (GINA) prohibits employers and other entities covered by GINA Title II from requesting, or requiring, genetic information of an individual or family member of the individual, except as specifically allowed by this law. To comply with this law, we are asking that you not provide any genetic information when responding to this request for medical information. “Genetic information,” as defined by GINA, includes an individual’s family medical history, the results of an individual’s or family member’s genetic tests, the fact that an individual or an individual’s family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual’s family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services.**

**MEDICAL CERTIFICATION**

**PURSUANT TO CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT**

***TO HEALTH CARE PROVIDER:* Please complete this certification in full.**

**We are making this request pursuant to a written authorization from your patient who is our employee. This questionnaire is part of an interactive process that is necessary in order to determine if your patient has a disability recognized under the Americans With Disabilities Act, as Amended, and the California Fair Employment and Housing Act, and if so, what, if any, reasonable accommodation(s) are necessary and can be made that would enable your patient to perform the essential functions of his or her job.**

**IMPORTANT NOTE:** The Genetic Information Nondiscrimination Act of 2008 (GINA) prohibits employers and other entities covered by GINA Title II from requesting, or requiring, genetic information of an individual or family member of the individual, except as specifically allowed by this law. To comply with this law, we are asking that you not provide any genetic information when responding to this request for medical information. “Genetic information,” as defined by GINA, includes an individual’s family medical history, the results of an individual’s or family member’s genetic tests, the fact that an individual or an individual’s family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual’s family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services.

1. **Patient Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**2. Does the patient have a physical or mental impairment that limits a major life activity (e.g., seeing, hearing, walking, speaking, eating, breathing, standing, sitting, reaching, lifting, bending, performing manual tasks, caring for oneself, working, concentrating, learning, reading, thinking, communicating, and interacting with others)? If “Yes,” please check the appropriate activities.**

**YES \_\_\_ NO \_\_\_**

|  |  |  |  |
| --- | --- | --- | --- |
| **Seeing** |  | **Concentrating** |  |
| **Hearing** |  | **Learning** |  |
| **Walking** |  | **Reading** |  |
| **Speaking** |  | **Thinking** |  |
| **Eating** |  | **Communicating** |  |
| **Breathing** |  | **Interacting with Others** |  |
| **Standing** |  | **Other (provide detail below)** |  |
| **Sitting** |  |  |  |
| **Reaching** |  |  |  |
| **Lifting** |  |  |  |
| **Bending** |  |  |  |
| **Performing Manual Tasks** |  |  |  |
| **Caring for Oneself** |  |  |  |
| **Working** |  |  |  |

**NOTE: If the answer to Question 2 is “NO,” then skip the remainder of this form and complete the signature and information section at the end.**

**Date Impairment Commenced: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Expected Duration of Impairment: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**3. If the answer to Question 2 is “YES,” for each major life activity identified, please provide a description of the physical or mental limitations that affect each major life activity that must be met to accommodate the patient:**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**4. If the answer to Question 2 is YES,” for how long will the patient be limited in the life activity(ies)?**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**5. Do you consider the patient’s disorder, condition, etc. to be temporary and non-chronic?**

**YES \_\_\_ NO \_\_\_**

***PLEASE EXPLAIN:***

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**6. Is the patient unable to perform one or more of the essential functions of his/her position as a result of the condition, disorder, etc. (please refer to the job description or other information provided by the employer regarding the essential functions of the patient’s job)?**

**YES \_\_\_ NO \_\_\_**

**7. If the answer to Question 6 is “YES,” please describe the essential function(s) the patient is unable to perform.**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**8. If the answer to Question 6 is “YES,” do you know of any modification or other accommodation that would enable the patient to perform the affected essential functions of the job?**

**YES \_\_\_ NO \_\_\_**

**9. If the answer to Question 8 is “YES,” please describe in detail the suggested job modification(s) or other work accommodation(s) and the manner by which it would enable your patient to perform the affected essential job functions.**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**10. Does the patient need a leave of absence because of his/her condition, disorder, etc.?**

**YES \_\_\_ NO \_\_\_**

**11. If the answer to Question 10 is “YES,” how long do you estimate that the patient will need to be off work? \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**CERTIFICATION OF PHYSICIAN/HEALTH CARE PROVIDER**

**I hereby certify that all of the foregoing information is true and correct.**

**Printed Name of Provider:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Licenses and Specialties of Provider: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Signature of Provider: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Date Signed:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Address of Provider:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Telephone Number of Provider: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

|  |
| --- |
| **SECTION C: INTERACTIVE PROCESS DISCUSSION TO BE COMPLETED BY EMPLOYER** |
| 1. Document all interactive discussions with employee, including dates of the discussions, employee’s specific request(s), names of all persons present, and what was discussed. Use additional pages if required.  Date Discussion Notes |
| 2. List all potential reasonable accommodations identified in the interactive discussions and the strengths and weaknesses for each as a potential reasonable accommodation. |
| 3. State your recommended reasonable accommodation and the rationale for your recommendation. |

|  |  |
| --- | --- |
| **SECTION D: TO BE COMPLETED BY EMPLOYER** | |
| LIST SPECIFIC ACCOMMODATION(S) TO BE PROVIDED: | |
| For each accommodation requested by the employee that you deny, explain the reason for the denial: (may check more than one box, use additional pages if needed)  Accommodation Ineffective  Accommodation Would Cause Undue Hardship. Identify Hardship: Medical Documentation Inadequate  Accommodation Would Require Removal of an Essential Job Function. Identify Function: Accommodation Would Require Lowering of Performance or Production Standard. Identify  Standard:  No Alternative Vacant Position Available. Positions Considered:  Employee Rejected Alternative Accommodation. Identify Accommodation Offered and Reason for Employee’s  Rejection:  Other (Please identify)  Further Explanation/Comments:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date Signature | |
| ACKNOWLEDGEMENT OF RECEIPT OF REASONABLE ACCOMMODATION REQUEST |  |
| DATE ACCOMMODATION TO BEGIN |  |
| DATE ACCOMMODATION TO END |  |
| DATE EQUIPMENT ORDERED IF NEEDED AND BY WHOM |  |
| DATE EQUIPMENT WAS RECEIVED BY EMPLOYEE |  |
| **SECTION E: TO BE COMPLETED BY EMPLOYER FOLLOWING IMPLEMENTATION OF THE ACCOMMODATION(S)** | |
| The employer should check in periodically with the employee to ensure that the accommodation is effective. If the accommodation is not effective, there is a duty to reengage in the interactive process. | |
| Document all interactive discussions with employee, including dates of the discussions, names of all persons present, what was discussed, and next steps if needed. Use additional pages if needed.  Date Discussion Notes | |

**[Sample Formal Written Warning Letter](#SampleFormalWrittenWarningLetter)**

**Performance Letter Example:**

Date

Dear: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

You have been a Medical Assistant at **The Practice** since July 2012. Recently, several incidents have come to light and must be addressed.

Last Tuesday, [date], I found 2 vaccine bottles that were left in an exam room and not refrigerated as required. Those had to be disposed of, which was a costly mistake. You also threw away sample pills in the trash instead of the biohazard holder. Yesterday, when you administered a medication, you failed to double-check if it was the correct dosage. Fortunately, the patient spoke up as they were aware of the typical dosage, so no physical problems arose. Following that I told you that you were not to provide any invasive services to patients, including shots, without a physician being present. Today, you reported to me you gave a patient a shot of the incorrect medication. Once again, though we were extremely fortunate that no damage was done, your actions could have had a harmful outcome for the patient and **The Practice**.

This conduct places patient safety at risk and is a serious violation of Company policy, including the Company’s \_\_\_\_\_\_\_\_\_\_\_\_\_\_. Due to these on-going performance deficiencies, you are being placed on Formal Written Warning. Your performance must immediately improve, and you must follow all office procedures for administering and handling medications, adhere to all other Company policies, and meet all performance expectation, or you may be terminated. You will be required to re-read all of the office procedures and ask questions your supervisor about anything you do not understand. Continued failure to adhere to our office procedures, may lead to further disciplinary action, up to and including immediate termination of employment without further warning.

I have read and understand the above information.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Employee Signature Date

[**Editor’s Note**: The written warning should document the problem, identify corrections needed, identify a time frame for correction, and identify the consequences if correction is not timely made. If an employee refuses to sign a written warning or disciplinary action agreement, note the refusal on the warning or agreement. If possible, ask a supervisor to witness the employee’s refusal to sign. Then, ask the supervisor to sign a document stating that the employee refused to sign. You cannot force an employee to sign a written warning or disciplinary agreement. Employees are entitled to receive a copy of any document that bears their signature. The contents of an employee’s personnel file and medical records files, except for letters of reference and certain other limited kinds of information, are open for inspection by current or former employees, upon request, at reasonable times, but no later than 30 calendar days after a written request to do so, subject to certain legal exceptions.]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Manager Signature Date

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**[Sample Termination Letter](#SampleTerminationLetter)**

Date

Dear: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Thank you for talking with me today. During our meeting, we discussed the company’s decision to terminate your employment. As you know, [insert description of conduct leading to termination, reasons for termination]

Your last day of employment will be today, [DATE]. Enclosed with this letter is your final paycheck, which includes any wages and other remuneration owed to you, including payment for any and all accrued, but unused vacation time, less mandatory deductions and withholdings. For your reference, I am also enclosing DE-2320, a form published by the California Employment Development department, which explains California’s benefits for the unemployed.

(**Option:** If applicable, include health coverage language re COBRA/Cal-COBRA.)

If you have not already, please make arrangements with me to immediately return all property of The Practice, including, but not limited to, any confidential or proprietary information, all documents, and the like.

We wish you the best in your future endeavors. Please contact me if you have any questions.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Manager Signature Date

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**[Sample Exit Interview Form](#SampleExitInterviewForm)**

**The Practice**

**Exit Interview Form**

* **Why are you leaving The Practice?**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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* **Would you work again for The Practice? Yes \_\_\_\_ No \_\_\_\_**
* **Why or why not?**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

* **Would you work again for your supervisor? Yes \_\_\_\_ No \_\_\_\_**
* **Why or why not?**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

* **Prior to resigning from this job, did you investigate other options that would enable you to stay? Yes \_\_\_\_ No \_\_\_\_**
* **If yes, describe:**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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* **If you are leaving for another job, what prompted you to seek alternative employment?**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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* **If you are leaving for another job, what will you be doing?**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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**How did you feel about your salary and the employee benefits? \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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* **Interviewer’s Comments: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Employee Signature (Optional) Date**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Title Department**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Interviewer’s Name and Title**

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