

## **DOOR COUNTY MEDICAL CENTER**

### **CAREER OPPORTUNITIES PORTAL TERMS-OF-USE**

#### **1. AGREEMENT**

The access and use of the "Career Opportunities Portal" of Door County Medical Center, Inc. (the "Company, We or Us") is conditioned upon your acceptance to all of the terms-of-use specified below (the "COP Terms-of-Use"). If you do not agree to all of the COP Terms-of-Use, you should select the "I DO NOT ACCEPT" button located below and you will be transferred out of the Career Opportunities Portal. If you do agree to all of the COP Terms-of-Use, you should select the "I ACCEPT" button and you will be allowed to access and use the Career Opportunities Portal. By selecting "I ACCEPT," you are agreeing to be bound by the below Terms-of-Use. Please read the below carefully as it may have changed since the last time you applied.

#### **2. ELECTRONIC COMMUNICATIONS**

By clicking "I ACCEPT" below, you agree to do business with Us electronically. You acknowledge that this COP Terms-of-Use is a valid and binding agreement. You agree that your act of clicking the "I ACCEPT" button is a binding form of your electronic signature, which you agree binds you to the terms of this COP Terms-of-Use. To the fullest extent permitted by law, you agree that this COP Terms-of-Use and any other documentation, agreements, notices or communications between you and Company may be provided to you electronically. Please print a copy of all such documentation, agreements, notices or other communications for your reference.

**If you do not wish to do business with Us electronically, you may click, "I Do Not Accept" below and contact Us as set forth below to obtain information or submit your application for employment in person or in writing.**

To access this COP Terms-of-Use electronically and print a copy of this COP Terms-of-Use for your records, you must have Internet access, as well as access to a printer. By clicking "I Agree" below, you confirm that you have access to a computer that is capable of accessing the Internet, enabling you to access this Career Opportunities Portal. You also confirm that you have access to a printer or the ability to make a hard copy of this Agreement, and that you have made a copy of this Agreement for your records. **Make sure to print a copy of this Agreement for your records. To print, select "File" on the menu of your browser and then select "Print" or hit the "Print" icon located on the top of this Agreement.** You agree to notify us promptly of any changes in your e-mail address by e-mailing us at [HRSSOTalentAcquisition@ministryhealth.org](mailto:HRSSOTalentAcquisition@ministryhealth.org).

You may withdraw your consent to doing business electronically in the future at any time without charge. To withdraw your consent, please contact us in writing at 900 Illinois Avenue, Stevens Point, WI 54481, or email us at [HRSSOTalentAcquisition@ministryhealth.org](mailto:HRSSOTalentAcquisition@ministryhealth.org) and indicate that you wish to transact business in person or in writing. Please include the following

information in your correspondence: your full name and home address. We will send you a confirming notice once we have processed your change request.

### **3. APPLICATION FRAUD & MISREPRESENTATION**

In applying for this job you certify that all information provided on the application form and all other information provided in the course of applying for employment with the Company is truthful, complete, and accurate.

Please note that if any information provided by you on this or any other application is false, untruthful, misleading or omitted, this shall be a sufficient basis for denial of employment, application rejection, or dismissal from employment. In addition, please note that, upon being hired as an employee of the Company or at any time thereafter, you may be subject to disciplinary action, up to and including immediate termination of employment, if it is discovered that any information provided by you in the course of applying for or accepting employment with the Company is later found to be false, untruthful, or misleading.

### **4. INVESTIGATION AUTHORIZATION & RELEASE OF LIABILITY**

You authorize investigation of the statements you have made. You release from any and all liability all representatives of the Company for their acts performed in good faith and without malice in connection with evaluating your application, credentials, and qualifications. You further authorize any party having information bearing upon your qualifications for employment to release such information to the Company. You also release from any and all liability all individuals and organizations who provide information to the Company in good faith and without malice concerning your employment competencies, ethics, character, and other qualifications, including other privileged or confidential information. You also authorize the Company to release such similar information to your prospective future employers, and you release the Company and its employees from any liability or damages that may result from providing such information.

### **5. ACCOMODATION AVAILABLE FOR CANDIDATES**

If you require an accommodation for an interview (e.g., for a disability), you are encouraged to contact the Human Resources Department of the Company in advance of the interview to minimize any potential inconvenience.

### **6. REFERENCE AND BACKGROUND CHECKING**

Applying for this job authorizes the Company to contact any of your schools, your current and former employers, or other references for the purpose of collecting information and/or obtaining an account of your work experience and skills. Further, you agree to hold any and all of your reference sources harmless and free of any liability for releasing such information. Please note that, if an offer of employment is made, a more extensive background check is part of the employment decision-making process and you may need to sign a "Disclosure and Authorization to Obtain Consumer Report for Employment Purposes" form as part of this pre-employment

process.

Please note that the point at which the Company will contact your current employer may vary; however, this is most commonly done on a pre-employment basis, usually after the initial interview. This practice is very rarely performed on a pre-interview basis. If you have concerns about having your current employer contacted, please communicate those concerns to the person who conducts your initial interview to determine what, if any, alternatives exist.

## **7. EMPLOYMENT ELIGIBILITY VERIFICATION**

All offers of employment by the Company are conditioned on the provision of satisfactory proof of your identity and legal authority to work in the United States. Within three business days from your first day of employment, you must comply with the requirements of the Immigration and Naturalization Service's Employment Eligibility Verification (Form I-9).

## **8. POST OFFER, PRE-EMPLOYMENT MEDICAL EXAMINATION**

By submitting an application for consideration, you acknowledge your understanding and agreement that employment at the Company may be contingent upon the satisfactory completion of any or all of the following: health examination, drug screen, caregiver background check, OIG clearance, Medicare/Medicaid eligibility verification, and/or investigation of your work record and references. You consent to a post-offer pre-employment health examination and such future examination as may be required by the Company. Failure to successfully complete any of the required items above will result in the Company taking back (canceling) the employment offer or terminating your employment.

## **9. EMPLOYMENT AT-WILL**

If you are offered and accept employment with the Company, your employment will be employment "at-will," which means you may terminate the employer-employee relationship at any time, for any reason or for no reason at all. It also means that the Company may terminate your employment at any time, with or without notice, for any non-discriminatory reason or no reason at all. Please note that the "at-will" employment relationship at the Company cannot be modified except in a written document signed by the President or his or her designee (e.g., a written employment agreement or collective bargaining agreement).

## **10. EQUAL OPPORTUNITY EMPLOYER**

The Company does not discriminate, in accordance with applicable local, state and federal law, against any qualified employee or applicant for reasons of race, color, creed, religion, age, marital status, veteran's status, nation origin, ancestry, citizenship, physical or mental disability, sex, sexual orientation, arrest record, conviction record, membership in the national guard, state defense force or any other reserve component of the military forces of the United States or this State, use or nonuse of lawful products off the Company's premises during nonworking hours or other protected status as legally required, where the Company does business.

## **11. LIMITATION OF WARRANTIES**

This Career Opportunities Portal is provided to you for your convenience on an "AS IS" and "WITH ALL FAULTS" basis. YOU UNDERSTAND AND AGREE THAT WE DO NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENT OF ANY KIND WHATSOEVER (INCLUDING WITHOUT LIMITATION, WARRANTIES OF TITLE OR NONINFRINGEMENT, OR ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTIES ARISING FROM A COURSE OF DEALING OR USAGE IN TRADE) WITH REGARD TO THE CAREER OPPORTUNITIES PORTAL, OR WITH RESPECT TO ANY INFORMATION PROVIDED ON OR THROUGH IT. WE DO NOT WARRANT OR GUARANTEE THE ACCURACY, COMPLETENESS, CORRECTNESS, TIMELINESS, OR USEFULNESS OF ANY INFORMATION OR THAT ACCESS TO ANY INFORMATION WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE. IN NO EVENT WILL WE BE LIABLE TO YOU OR ANYONE ELSE FOR ANY DECISION MADE OR ACTION TAKEN BY YOU OR ANYONE ELSE IN RELIANCE UPON THE INFORMATION CONTAINED IN THE CAREER OPPORTUNITIES PORTAL. Our receipt of your application does not mean that you will be considered for employment. We will only consider those applications that (1) are responsive to and express an interest in applying for a specific job opening and (2) meet the advertised basic qualifications for the job opening.

## **12. LIMITATION OF LIABILITIES**

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WE WILL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR OTHER DAMAGES, INCLUDING LOSS OF PROFITS, COST OF COVER, COST OF REPLACEMENT GOODS OR SERVICES, LOSS OF REVENUE OR LOSS OF BUSINESS. YOU ACKNOWLEDGE AND AGREE THAT YOUR SOLE AND EXCLUSIVE REMEDY FOR DAMAGES OR DISSATISFACTION WITH THE SERVICE IS TO STOP USING THE SERVICE, EVEN IF SUCH REMEDY SHOULD FAIL OF ITS ESSENTIAL PURPOSE.

## **13. USE OF THE CAREER OPPORTUNITIES PORTAL**

You acknowledge that transmission to and from the Career Opportunities Portal is not confidential and your communications may be read or intercepted by others. You acknowledge that by submitting communications to the Company, no confidential, fiduciary, and contractually implied or other relationship is created between you and Company. We strive to maintain the confidentiality of your personal information, and use industry standards to do so, but we cannot ensure that there will not be any breach of security given the nature of the Internet. If we become aware of such a breach in security, we will notify you if and as required by applicable law.

You may only use the Career Opportunities Portal for lawful purposes. You acknowledge and agree (1) that your use of this website is at your own discretion and risk, (2) that use of any

material, information or data downloaded or otherwise obtained through the use of this website is at your own discretion and risk, and (3) that you are solely responsible for any damage to your computer system for loss of data that results from the download of such material, information or data, and for any other form of damage that may be incurred.

**You agree to indemnify us and any of our parent or subsidiary companies or organizations, and any of our successors, assigns or licensees, together with any of their respective officers, directors and employees, against any damages, losses, liabilities, judgments, costs or expenses (including reasonable attorneys' fees and costs) arising out of a claim by a third party relating to your use of the Career Opportunities Portal, your violation of any law or third party right, or any breach or violation of this Agreement or any other term or condition contained on the Career Opportunities Portal.**

In the event we determine, in our sole and absolute discretion, that you have breached any of your obligations under the COP Terms-of-Use, then, in addition to and not in lieu or limitation of any other right or remedy we may have, we may advise you that you have violated the COP Terms-of-Use; delete or remove any communications or content furnished or posted by you; discontinue consideration of your application; block your access to the Career Opportunities Portal; notify and/or send communications or content to and cooperate with applicable law enforcement authorities; and/or take any other action the Company deems appropriate.

#### **14. INTELLECTUAL PROPERTY**

The Service contains proprietary information of the Company, or its third party licensors. Access and use of the Career Opportunities Portal is for your personal, non-commercial use only. All materials contained on the Career Opportunities Portal are protected by the applicable intellectual property laws and are owned or controlled by the Company or its licensors. Unauthorized access or use of the Career Opportunities Portal, and unauthorized access, copying, reproduction, distribution or other use of the materials contained therein is strictly prohibited and may result in civil and criminal penalties under applicable federal and state laws.

#### **15. MISCELLANEOUS**

Your access and use of the Career Opportunities Portal shall be governed by the laws of the state of Wisconsin, without regard to conflicts of law's provisions. Sole and exclusive jurisdiction for any action arising out of or related to this COP Terms-of-Use shall be in an appropriate state or federal court located in the state of Wisconsin. Any cause of action you may have with respect to Your use of the Career Opportunities Portal must be commenced within one year after the claim or cause of action arises. If for any reason a court of competent jurisdiction finds any provision of this COP Terms-of-Use, or portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to effect the intent of the COP Terms-of-Use, and the remainder of the COP Terms-of-Use shall remain in full force and effect. In the event of any conflict between the COP Terms-of-Use and "the General Door County Medical Center Online Terms of Use," preference shall be given to the COP Terms-of-Use.

**Please click on either "I Accept" or "I Do Not Accept" below with respect to this COP Terms-of-Use. By clicking "I Accept," you affirmatively agree to be bound to this Agreement, including and without limitation the Terms & Conditions and the Privacy Policy as outlined above. If you do not click on "I Accept," you are not permitted to submit your application for employment via this Career Opportunities Portal.**