



2010
Full-Time

Employee New Hire Packet



Call Now:

510-849-4009

www.fastresponse.org

2075 Allston Way Berkeley, CA 94704



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NEW HIRE CHECK OFF LIST FOR PERSONNEL FILE

Employee Name: _____

FORMS THAT DO NOT REQUIRE SIGNATURES, BUT NEED TO BE DISTRIBUTED

PAMPHLETS REQUIRED FOR DISTRIBUTION

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2010

**Please return
everything in
this section to
Human
Resources.**

510-849-4009

2075 Allston Way Berkeley, CA 94704



Welcome to the Fast Response!

This packet contains everything you need to submit, to establish you as an official employee of Fast Response. **You must completely fill out all forms listed below as well as both pages of this form** and return them the HR department before you can be added to the payroll. If you have any questions please contact HR.

Thank you for your cooperation and Welcome Aboard!

PERSONAL INFORMATION:

Please provide your complete name as it appears on your Social Security card.

First Name	Middle Name	Last Name
SS Number	Personal Email	
Date of Birth		
Home Phone Number	Work Phone Number	Mobile Phone
Home Address		Alt. Phone

EMERGENCY CONTACTS:

Fast Response requires that you provide two individuals we may contact in the case of an emergency.

First Contact Name:		Relationship:
Home Phone Number	Work Phone Number	Mobile Phone
Home Address		Email Address
Second Contact Name:		Relationship:
Home Phone Number	Work Phone Number	Mobile Phone
Home Address		Email Address

Form I-9, Employment Eligibility Verification

Instructions

Read all instructions carefully before completing this form.

Anti-Discrimination Notice. It is illegal to discriminate against any individual (other than an alien not authorized to work in the United States) in hiring, discharging, or recruiting or referring for a fee because of that individual's national origin or citizenship status. It is illegal to discriminate against work-authorized individuals. Employers CANNOT specify which document(s) they will accept from an employee. The refusal to hire an individual because the documents presented have a future expiration date may also constitute illegal discrimination. For more information, call the Office of Special Counsel for Immigration Related Unfair Employment Practices at 1-800-255-8155.

What Is the Purpose of This Form?

The purpose of this form is to document that each new employee (both citizen and noncitizen) hired after November 6, 1986, is authorized to work in the United States.

When Should Form I-9 Be Used?

All employees (citizens and noncitizens) hired after November 6, 1986, and working in the United States must complete Form I-9.

Filling Out Form I-9

Section 1, Employee

This part of the form must be completed no later than the time of hire, which is the actual beginning of employment. Providing the Social Security Number is voluntary, except for employees hired by employers participating in the USCIS Electronic Employment Eligibility Verification Program (E-Verify). **The employer is responsible for ensuring that Section 1 is timely and properly completed.**

Noncitizen nationals of the United States are persons born in American Samoa, certain former citizens of the former Trust Territory of the Pacific Islands, and certain children of noncitizen nationals born abroad.

Employers should note the work authorization expiration date (if any) shown in **Section 1**. For employees who indicate an employment authorization expiration date in **Section 1**, employers are required to reverify employment authorization for employment on or before the date shown. Note that some employees may leave the expiration date blank if they are aliens whose work authorization does not expire (e.g., asylees, refugees, certain citizens of the Federated States of Micronesia or the Republic of the Marshall Islands). For such employees, reverification does not apply unless they choose to present

in Section 2 evidence of employment authorization that contains an expiration date (e.g., Employment Authorization Document (Form I-766)).

Preparer/Translator Certification

The Preparer/Translator Certification must be completed if **Section 1** is prepared by a person other than the employee. A preparer/translator may be used only when the employee is unable to complete **Section 1** on his or her own. However, the employee must still sign **Section 1** personally.

Section 2, Employer

For the purpose of completing this form, the term "employer" means all employers including those recruiters and referrers for a fee who are agricultural associations, agricultural employers, or farm labor contractors. Employers must complete **Section 2** by examining evidence of identity and employment authorization within three business days of the date employment begins. However, if an employer hires an individual for less than three business days, **Section 2** must be completed at the time employment begins. Employers cannot specify which document(s) listed on the last page of Form I-9 employees present to establish identity and employment authorization. Employees may present any List A document **OR** a combination of a List B and a List C document.

If an employee is unable to present a required document (or documents), the employee must present an acceptable receipt in lieu of a document listed on the last page of this form. Receipts showing that a person has applied for an initial grant of employment authorization, or for renewal of employment authorization, are not acceptable. Employees must present receipts within three business days of the date employment begins and must present valid replacement documents within 90 days or other specified time.

Employers must record in Section 2:

1. Document title;
2. Issuing authority;
3. Document number;
4. Expiration date, if any; and
5. The date employment begins.

Employers must sign and date the certification in **Section 2**. Employees must present original documents. Employers may, but are not required to, photocopy the document(s) presented. If photocopies are made, they must be made for all new hires. Photocopies may only be used for the verification process and must be retained with Form I-9. **Employers are still responsible for completing and retaining Form I-9.**

For more detailed information, you may refer to the USCIS Handbook for Employers (Form M-274). You may obtain the handbook using the contact information found under the header "USCIS Forms and Information."

Section 3, Updating and Reverification

Employers must complete **Section 3** when updating and/or reverifying Form I-9. Employers must reverify employment authorization of their employees on or before the work authorization expiration date recorded in **Section 1** (if any). Employers **CANNOT** specify which document(s) they will accept from an employee.

- A. If an employee's name has changed at the time this form is being updated/reverified, complete Block A.
- B. If an employee is rehired within three years of the date this form was originally completed and the employee is still authorized to be employed on the same basis as previously indicated on this form (updating), complete Block B and the signature block.
- C. If an employee is rehired within three years of the date this form was originally completed and the employee's work authorization has expired **or** if a current employee's work authorization is about to expire (reverification), complete Block B; and:
 1. Examine any document that reflects the employee is authorized to work in the United States (see List **A or C**);
 2. Record the document title, document number, and expiration date (if any) in Block C; and
 3. Complete the signature block.

Note that for reverification purposes, employers have the option of completing a new Form I-9 instead of completing **Section 3**.

What Is the Filing Fee?

There is no associated filing fee for completing Form I-9. This form is not filed with USCIS or any government agency. Form I-9 must be retained by the employer and made available for inspection by U.S. Government officials as specified in the Privacy Act Notice below.

USCIS Forms and Information

To order USCIS forms, you can download them from our website at www.uscis.gov/forms or call our toll-free number at 1-800-870-3676. You can obtain information about Form I-9 from our website at www.uscis.gov or by calling 1-888-464-4218.

Information about E-Verify, a free and voluntary program that allows participating employers to electronically verify the employment eligibility of their newly hired employees, can be obtained from our website at www.uscis.gov/e-verify or by calling 1-888-464-4218.

General information on immigration laws, regulations, and procedures can be obtained by telephoning our National Customer Service Center at 1-800-375-5283 or visiting our Internet website at www.uscis.gov.

Photocopying and Retaining Form I-9

A blank Form I-9 may be reproduced, provided both sides are copied. The Instructions must be available to all employees completing this form. Employers must retain completed Form I-9s for three years after the date of hire or one year after the date employment ends, whichever is later.

Form I-9 may be signed and retained electronically, as authorized in Department of Homeland Security regulations at 8 CFR 274a.2.

Privacy Act Notice

The authority for collecting this information is the Immigration Reform and Control Act of 1986, Pub. L. 99-603 (8 USC 1324a).

This information is for employers to verify the eligibility of individuals for employment to preclude the unlawful hiring, or recruiting or referring for a fee, of aliens who are not authorized to work in the United States.

This information will be used by employers as a record of their basis for determining eligibility of an employee to work in the United States. The form will be kept by the employer and made available for inspection by authorized officials of the Department of Homeland Security, Department of Labor, and Office of Special Counsel for Immigration-Related Unfair Employment Practices.

Submission of the information required in this form is voluntary. However, an individual may not begin employment unless this form is completed, since employers are subject to civil or criminal penalties if they do not comply with the Immigration Reform and Control Act of 1986.

Paperwork Reduction Act

An agency may not conduct or sponsor an information collection and a person is not required to respond to a collection of information unless it displays a currently valid OMB control number. The public reporting burden for this collection of information is estimated at 12 minutes per response, including the time for reviewing instructions and completing and submitting the form. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to: U.S. Citizenship and Immigration Services, Regulatory Management Division, 111 Massachusetts Avenue, N.W., 3rd Floor, Suite 3008, Washington, DC 20529-2210. OMB No. 1615-0047. **Do not mail your completed Form I-9 to this address.**

Read instructions carefully before completing this form. The instructions must be available during completion of this form.

ANTI-DISCRIMINATION NOTICE: It is illegal to discriminate against work-authorized individuals. Employers CANNOT specify which document(s) they will accept from an employee. The refusal to hire an individual because the documents have a future expiration date may also constitute illegal discrimination.

Section 1. Employee Information and Verification (To be completed and signed by employee at the time employment begins.)

Print Name: Last	First	Middle Initial	Maiden Name
Address (Street Name and Number)		Apt. #	Date of Birth (month/day/year)
City	State	Zip Code	Social Security #

I am aware that federal law provides for imprisonment and/or fines for false statements or use of false documents in connection with the completion of this form.

I attest, under penalty of perjury, that I am (check one of the following):

- A citizen of the United States
- A noncitizen national of the United States (see instructions)
- A lawful permanent resident (Alien #) _____
- An alien authorized to work (Alien # or Admission #) _____ until (expiration date, if applicable - month/day/year) _____

Employee's Signature

Date (month/day/year)

Preparer and/or Translator Certification (To be completed and signed if Section 1 is prepared by a person other than the employee.) I attest, under penalty of perjury, that I have assisted in the completion of this form and that to the best of my knowledge the information is true and correct.

Preparer's/Translator's Signature	Print Name
Address (Street Name and Number, City, State, Zip Code)	
Date (month/day/year)	

Section 2. Employer Review and Verification (To be completed and signed by employer. Examine one document from List A OR examine one document from List B and one from List C, as listed on the reverse of this form, and record the title, number, and expiration date, if any, of the document(s).)

List A	OR	List B	AND	List C
Document title: _____		_____	_____	_____
Issuing authority: _____		_____	_____	_____
Document #: _____		_____	_____	_____
Expiration Date (if any): _____		_____	_____	_____
Document #: _____		_____	_____	_____
Expiration Date (if any): _____		_____	_____	_____

CERTIFICATION: I attest, under penalty of perjury, that I have examined the document(s) presented by the above-named employee, that the above-listed document(s) appear to be genuine and to relate to the employee named, that the employee began employment on (month/day/year) _____ and that to the best of my knowledge the employee is authorized to work in the United States. (State employment agencies may omit the date the employee began employment.)

Signature of Employer or Authorized Representative	Print Name	Title
Business or Organization Name and Address (Street Name and Number, City, State, Zip Code)		Date (month/day/year)
Fast Response Safety Training Center, Inc. P O Box 1283 Berkeley, CA 94701		

Section 3. Updating and Reverification (To be completed and signed by employer.)

A. New Name (if applicable)	B. Date of Rehire (month/day/year) (if applicable)
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C. If employee's previous grant of work authorization has expired, provide the information below for the document that establishes current employment authorization.

Document Title: _____ Document #: _____ Expiration Date (if any): _____

I attest, under penalty of perjury, that to the best of my knowledge, this employee is authorized to work in the United States, and if the employee presented document(s), the document(s) I have examined appear to be genuine and to relate to the individual.

Signature of Employer or Authorized Representative	Date (month/day/year)
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LISTS OF ACCEPTABLE DOCUMENTS

All documents must be unexpired

LIST A

**Documents that Establish Both
Identity and Employment
Authorization**

LIST B

**Documents that Establish
Identity**

LIST C

**Documents that Establish
Employment Authorization**

OR

AND

<p>1. U.S. Passport or U.S. Passport Card</p> <p>2. Permanent Resident Card or Alien Registration Receipt Card (Form I-551)</p> <p>3. Foreign passport that contains a temporary I-551 stamp or temporary I-551 printed notation on a machine-readable immigrant visa</p> <p>4. Employment Authorization Document that contains a photograph (Form I-766)</p> <p>5. In the case of a nonimmigrant alien authorized to work for a specific employer incident to status, a foreign passport with Form I-94 or Form I-94A bearing the same name as the passport and containing an endorsement of the alien's nonimmigrant status, as long as the period of endorsement has not yet expired and the proposed employment is not in conflict with any restrictions or limitations identified on the form</p> <p>6. Passport from the Federated States of Micronesia (FSM) or the Republic of the Marshall Islands (RMI) with Form I-94 or Form I-94A indicating nonimmigrant admission under the Compact of Free Association Between the United States and the FSM or RMI</p>	<p>1. Driver's license or ID card issued by a State or outlying possession of the United States provided it contains a photograph or information such as name, date of birth, gender, height, eye color, and address</p> <p>2. ID card issued by federal, state or local government agencies or entities, provided it contains a photograph or information such as name, date of birth, gender, height, eye color, and address</p> <p>3. School ID card with a photograph</p> <p>4. Voter's registration card</p> <p>5. U.S. Military card or draft record</p> <p>6. Military dependent's ID card</p> <p>7. U.S. Coast Guard Merchant Mariner Card</p> <p>8. Native American tribal document</p> <p>9. Driver's license issued by a Canadian government authority</p> <p>For persons under age 18 who are unable to present a document listed above:</p> <p>10. School record or report card</p> <p>11. Clinic, doctor, or hospital record</p> <p>12. Day-care or nursery school record</p>	<p>1. Social Security Account Number card other than one that specifies on the face that the issuance of the card does not authorize employment in the United States</p> <p>2. Certification of Birth Abroad issued by the Department of State (Form FS-545)</p> <p>3. Certification of Report of Birth issued by the Department of State (Form DS-1350)</p> <p>4. Original or certified copy of birth certificate issued by a State, county, municipal authority, or territory of the United States bearing an official seal</p> <p>5. Native American tribal document</p> <p>6. U.S. Citizen ID Card (Form I-197)</p> <p>7. Identification Card for Use of Resident Citizen in the United States (Form I-179)</p> <p>8. Employment authorization document issued by the Department of Homeland Security</p>
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Illustrations of many of these documents appear in Part 8 of the Handbook for Employers (M-274)



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EQUAL EMPLOYMENT OPPORTUNITY DATA

To be completed by the applicant:

Completion of this form is entirely *voluntary*, and all information will remain confidential and will *not* affect your application for employment. We are required by law to collect this information for equal opportunity employment purposes, and it will not become part of your personnel record if you are hired by this company.

NAME: _____

POSITION APPLIED FOR: _____

SEX: _____ Male _____ Female

RACE/ETHNICITY: _____ American Indian/Alaskan Native
_____ Native Hawaiian or Pacific Islander
_____ Asian (not Hispanic or Latino)
_____ Black or African American (not Hispanic or Latino)
_____ Hispanic or Latino
_____ White (not Hispanic or Latino)
_____ Two or more races (not Hispanic or Latino)

Government contractors must take affirmative action to employ and advance certain qualified individuals subject to the Rehabilitation Act of 1973 and the Vietnam Era Veterans Readjustment Act of 1974. Completion of the following information is voluntary, and will assist us in proper placement or accommodation, please check where applicable:

_____ Vietnam Era Veteran _____ Disabled Veteran
_____ Veteran _____ Individual with a Disability

To be completed by employer:

EEO-1

Category:	1.1 Executive/Senior Level Officials and Managers	4. Sales Workers
	1.2 First/Mid-Level Officials and Managers	5. Administrative Support Workers
	2. Professionals	6. Craft Workers
	3. Technicians	7. Operatives
		8. Laborers and Helpers
		9. Service Workers

Employer's information completed by:

Name _____ Date _____



Acknowledgment of Company Policies

AGREEMENT: I understand and acknowledge that this Agreement is between Fast Response ("Company") and _____ ("Employee") and deals only with my employment at Fast Response.

"AT WILL" EMPLOYMENT: I understand and agree that my employment at Fast Response is "at will" and that my employment and compensation can be terminated or changed by Fast Response at any time for any reason, with or without cause and with or without notice. I further acknowledge and agree that the "at will" nature of my employment with Fast Response cannot be altered or changed except by a writing signed by the President of Fast Response, expressly referencing this agreement and stating that the employment relationship will not be "at will".

POLICIES AND PROCEDURES: In the conduct of my employment with the Company I agree to abide by any and all applicable federal, state and local regulations and any and all Fast Response policies and procedures.

WORKER'S COMPENSATION: In the event of an injury occurring in the workplace, I agree that my sole remedy lies in the coverage under the Company's worker's compensation insurance.

CONFIDENTIAL AND PROPRIETARY INFORMATION: I understand and recognize that while working for Fast Response, I am exposed to and have firsthand knowledge of certain information constituting confidential trade secrets and proprietary information. I understand and by my signature below agree that while employed at Fast Response, I am under an obligation to safeguard Fast Response's trade secrets, confidential, and proprietary information. Specifically, the confidential and proprietary information for which I have firsthand knowledge includes but is not limited to:

- 1) Client lists
- 2) Contact information
- 3) Forms and handbooks
- 4) Business operation plans and procedures
- 5) Employee contact information
- 6) Payroll and salary information

I am aware and understand that the above-enumerated items and any and all other confidential and proprietary information are the sole and exclusive property of Fast Response.

I will NOT DISCLOSE any of Fast Response trade secrets, confidential information, and, or, proprietary information to any person or entity. Additionally, I will not disclose any confidential information I receive as a result of the Client-Company relationship with any of Fast Response customers.

Furthermore, I understand that my obligation to safeguard Fast Response trade secrets and confidential information is ONGOING, and I will not disclose or reveal Fast Response trade secrets and confidential information any time in the future.

FUTURE EMPLOYMENT: I understand that Fast Response safeguards the Client-Company relationship and prohibits Fast Response employees from working directly for all current or former clients for a period of six (6) months following termination of the employment relationship. This clause can only be amended or modified in writing from the President.

SEVERABILITY: I understand and agree that if any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

COMPANY PROPERTY: Upon termination of my employment, whether voluntary or involuntary, I agree to return immediately to the Company, all Company documents and/or other Company property.

Signature: _____

Job Title: _____

Printed Name: _____

Date: _____



CONFIDENTIALITY AGREEMENT AND AGREEMENT NOT TO COMPETE

In consideration of employment with and by Fast Response Safety Training Center ("Fast Response"), the undersigned ("Employee") hereby agrees that:

1. Confidential Information. "Confidential Information" includes, but is not limited to, oral or written, tangible or intangible trade secret and proprietary information disclosed by Fast Response to Employee involving Fast Response's concepts, designs and business. Confidential Information includes, by way of example but without limitation, product designs, production dates, costs of goods, salaries, suppliers, customers, mailing lists, prototype designs, business plans and schedules. Confidential Information does not include:

- information already known to Employee prior to commencing work for Fast Response;
- information which became publicly known through no wrongful or unlawful act;
- information rightfully and lawfully received from a third party on a non-confidential basis without restriction or breach of any agreement;
- information independently developed by Employee outside of the scope of Employee's duties to Fast Response without the use or assistance of Confidential Information; and
- or information for which Employee receives advance, written permission to disclose from Fast Response.

2. Nondisclosure. Employee agrees that no Confidential Information brought to Employee's attention by Fast Response during the course of this Agreement or Employee's employment, whichever is greater, will be disclosed in any way to any person or entity who is not authorized by Fast Response to receive such information. Without the prior written consent of Fast Response, Employee agrees not to use the Confidential Information for any purpose other than the performance of the Services performed by Employee for Fast Response.

3. Submission; Standard of Care; Return. Confidential Information provided by Fast Response to Employee shall remain Fast Response's property and Employee shall take utmost care to safeguard the Confidential Information. Upon written or oral request by Fast Response or its authorized representative, Employee shall promptly return such tangible Confidential Information to Fast Response as is requested, and shall continue to safeguard and maintain the confidentiality of the intangible Confidential Information in perpetuity. Upon termination of this Agreement, Employee agrees to promptly return to Fast Response all of the Confidential Information, in whatever form, that Employee may then have in his/her possession or control.

4. Restrictions on Competitive Activities. Employee acknowledges that the Confidential Information and Fast Response's methods, techniques and knowledge are of great material value. Upon termination of this Agreement for any reason, Employee shall not thereafter use, either directly or indirectly, as principal, employee or agent, alone or in association with others, any of Fast Response's Confidential Information at any place or time so long as such Confidential Information remains confidential with Fast Response.

The parties agree and concur that the restrictions contained in this provision are reasonable in scope, duration and territory. If, however, because of changed circumstances or applicable law, the restrictions shall, at the time enforcement is sought, be deemed overly broad in any way, the parties hereby jointly request any court interpreting the restrictions to enforce them to the greatest extent reasonable at the time.

If a court of competent jurisdiction determines that this covenant is not enforceable as written, notwithstanding the parties' express stipulation above and Fast Response's reliance thereon, it is the parties' intention that this covenant be modified only as necessary for this covenant to be deemed enforceable.

5. Remedies. The parties acknowledge that any disclosure of the Information will cause irreparable harm to Fast Response. As a consequence, the parties agree that if Employee fails to abide by the terms of this Agreement, Fast Response will be entitled to specific performance, including immediate issuance of a temporary restraining order or preliminary injunction enforcing this Agreement, and to judgment for damages caused by such breach, and to any other remedies provided by applicable law.

6. Notices. All notices and other communications required or permitted under this Agreement shall be validly given, made, or served if in writing and delivered personally or sent by registered mail, to Employee at the address set out on the signature page below, and to Fast Response at:

P.O. Box 1283
Berkeley, CA 94701

or at any other address as any party may, from time to time, designate by notice given in compliance with this section.

7. Attorney Fees. In the event of any arbitration, litigation or mediation between the parties to declare or enforce any provision of this Agreement, the prevailing party or parties shall be entitled to recover from the losing party or parties, in addition to any other recovery and costs, reasonable attorney fees incurred in such litigation, arbitration or mediation.

8. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to choice of forum provisions. Employee hereby agrees to exclusive venue in Alameda County, California for the resolution of any disputes that may arise from this Agreement.

9. Titles and Captions. All section titles or captions contained in this Agreement are for convenience only and shall not be deemed part of the context nor affect the interpretation of this Agreement.

10. Pronouns and Plurals. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the person or persons may require.

11. Entire Agreement. This Agreement contains the entire understanding between and among the parties relating to confidentiality and covenants not to compete and supersedes any prior understandings and agreements among them respecting the subject matter of this Agreement. Nothing contained in this Agreement shall alter the fact that Employee's employment remains at-will and that Employee is free to leave Fast Response, or Fast Response may terminate Employee's employment, with or without cause at any time. No terms of this Agreement may be altered in any way unless memorialized in a writing signed by Fast Response and Employee.

12. Agreement Binding. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

13. Arbitration. If at any time during the term of this Agreement any dispute, difference, or disagreement shall arise upon or in respect of the Agreement, and the meaning and construction hereof, every such dispute, difference, and disagreement shall be referred to a single arbitrator agreed upon by the parties, or if no single arbitrator can be agreed upon, an arbitrator or arbitrators shall be selected in accordance with the rules of the American Arbitration Association. Such dispute, difference, or disagreement shall be settled by arbitration in accordance with the then prevailing commercial rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The fees and costs of such arbitration shall be assigned equitably pursuant to the prevailing law of the State of California.

14. Parties in Interest. Nothing herein shall be construed to be to the benefit of any third party, nor is it intended that any provision shall be for the benefit of any third party.

15. Presumption. This Agreement or any section thereof shall not be construed against any party due to the fact that said Agreement or any section thereof was drafted by said party.

16. Savings Clause. If any provision of this Agreement, or the application of such provision to any person or circumstance, shall be held invalid, the remainder to this Agreement, or the application of such provision to the persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

Date: _____

(Employee signature)

Employee's printed name

Address

City, State, Zip

Social Security Number



EMPLOYEE HANDBOOK RECEIPT & ACKNOWLEDGMENT

I, _____, acknowledge receipt of the Fast Response Employee Handbook. I agree to familiarize myself with the information in this handbook and to abide by the policies set forth herein. I understand that this handbook does not form a contract between the Company and me; it is only intended as a general statement of current company employment practices.

I also understand that Fast Response may change, rescind, or add to any procedures, benefits, or practices described in this handbook from time to time at its sole discretion, with or without prior notice to any employee. I understand that such changes will be done in writing and signed by an authorized company officer.

I also understand that in the event that verbal or written communications issued before or subsequent to my receipt of this handbook appear to alter the contents of this handbook, the guidelines set forth herein will be considered the official position of the Company unless the handbook is revised in writing, and such revision is signed by an authorized company officer.

I understand that this handbook supersedes all prior policies, verbal communications, staff meeting minutes, and/or management memos which may have been previously issued on subjects herein.

I also understand and agree that my employment with Fast Response is strictly voluntary and at-will on both sides and may be terminated by either myself or the Company at any time, with or without notice, with or without cause or reason. This mutual "at-will" relationship can only be changed in writing signed by me and an authorized company officer. I acknowledge that no promises or representations inconsistent with this at-will relationship have been made to me. I also acknowledge that no future statements interpreted by myself as promises or representations inconsistent with our at-will relationship are binding, and that this at-will relationship is the final and binding term of my employment with Fast Response.

I also agree that any dispute arising out of the termination of our employment relationship shall be resolved pursuant to mandatory arbitration at the written request of either Fast Response or myself. This agreement provides that such arbitration shall comply with and be governed by the provisions of the Federal Arbitration Act.

My signature below indicates that this is the complete agreement between myself and Fast Response.

Employee's Signature

Employee's Name (Please Print)

Date Signed

Form W-4 (2010)

Purpose. Complete Form W-4 so that your employer can withhold the correct federal income tax from your pay. Consider completing a new Form W-4 each year and when your personal or financial situation changes.

Exemption from withholding. If you are exempt, complete only lines 1, 2, 3, 4, and 7 and sign the form to validate it. Your exemption for 2010 expires February 16, 2011. See Pub. 505, Tax Withholding and Estimated Tax.

Note. You cannot claim exemption from withholding if (a) your income exceeds \$950 and includes more than \$300 of unearned income (for example, interest and dividends) and (b) another person can claim you as a dependent on his or her tax return.

Basic instructions. If you are not exempt, complete the **Personal Allowances Worksheet** below. The worksheets on page 2 further adjust your withholding allowances based on itemized deductions, certain credits, adjustments to income, or two-earners/multiple jobs situations.

Complete all worksheets that apply. However, you may claim fewer (or zero) allowances. For regular wages, withholding must be based on allowances you claimed and may not be a flat amount or percentage of wages.

Head of household. Generally, you may claim head of household filing status on your tax return only if you are unmarried and pay more than 50% of the costs of keeping up a home for yourself and your dependent(s) or other qualifying individuals. See Pub. 501, Exemptions, Standard Deduction, and Filing Information, for information.

Tax credits. You can take projected tax credits into account in figuring your allowable number of withholding allowances. Credits for child or dependent care expenses and the child tax credit may be claimed using the **Personal Allowances Worksheet** below. See Pub. 919, How Do I Adjust My Tax Withholding, for information on converting your other credits into withholding allowances.

Nonwage income. If you have a large amount of nonwage income, such as interest or dividends, consider making estimated tax payments using Form 1040-ES, Estimated Tax for Individuals. Otherwise, you may owe additional tax. If you have pension or annuity income, see Pub. 919 to find out if you should adjust your withholding on Form W-4 or W-4P.

Two earners or multiple jobs. If you have a working spouse or more than one job, figure the total number of allowances you are entitled to claim on all jobs using worksheets from only one Form W-4. Your withholding usually will be most accurate when all allowances are claimed on the Form W-4 for the highest paying job and zero allowances are claimed on the others. See Pub. 919 for details.

Nonresident alien. If you are a nonresident alien, see Notice 1392, Supplemental Form W-4 Instructions for Nonresident Aliens, before completing this form.

Check your withholding. After your Form W-4 takes effect, use Pub. 919 to see how the amount you are having withheld compares to your projected total tax for 2010. See Pub. 919, especially if your earnings exceed \$130,000 (Single) or \$180,000 (Married).

Personal Allowances Worksheet (Keep for your records.)

- A Enter "1" for **yourself** if no one else can claim you as a dependent A _____
- B Enter "1" if: {
 - You are single and have only one job; or
 - You are married, have only one job, and your spouse does not work; or
 - Your wages from a second job or your spouse's wages (or the total of both) are \$1,500 or less.} B _____
- C Enter "1" for your **spouse**. But, you may choose to enter "-0-" if you are married and have either a working spouse or more than one job. (Entering "-0-" may help you avoid having too little tax withheld.) C _____
- D Enter number of **dependents** (other than your spouse or yourself) you will claim on your tax return D _____
- E Enter "1" if you will file as **head of household** on your tax return (see conditions under **Head of household** above) E _____
- F Enter "1" if you have at least \$1,800 of **child or dependent care expenses** for which you plan to claim a credit (Note. Do not include child support payments. See Pub. 503, Child and Dependent Care Expenses, for details.) F _____
- G **Child Tax Credit** (including additional child tax credit). See Pub. 972, Child Tax Credit, for more information.
 - If your total income will be less than \$61,000 (\$90,000 if married), enter "2" for each eligible child; then less "1" if you have three or more eligible children.
 - If your total income will be between \$61,000 and \$84,000 (\$90,000 and \$119,000 if married), enter "1" for each eligible child plus "1" **additional** if you have six or more eligible children.
G _____
- H Add lines A through G and enter total here. (Note. This may be different from the number of exemptions you claim on your tax return.) ► H _____
- For accuracy, complete all worksheets that apply. {
 - If you plan to **itemize or claim adjustments to income** and want to reduce your withholding, see the **Deductions and Adjustments Worksheet** on page 2.
 - If you have **more than one job** or are **married** and you and your spouse **both work** and the combined earnings from all jobs exceed \$18,000 (\$32,000 if married), see the **Two-Earners/Multiple Jobs Worksheet** on page 2 to avoid having too little tax withheld.
 - If **neither** of the above situations applies, stop here and enter the number from line H on line 5 of Form W-4 below.}

Cut here and give Form W-4 to your employer. Keep the top part for your records.

W-4
Form

Department of the Treasury
Internal Revenue Service

Employee's Withholding Allowance Certificate

OMB No. 1545-0074

2010

► Whether you are entitled to claim a certain number of allowances or exemption from withholding is subject to review by the IRS. Your employer may be required to send a copy of this form to the IRS.

1 Type or print your first name and middle initial.	Last name	2 Your social security number
Home address (number and street or rural route)		3 <input type="checkbox"/> Single <input type="checkbox"/> Married <input type="checkbox"/> Married, but withhold at higher Single rate. Note. If married, but legally separated, or spouse is a nonresident alien, check the "Single" box.
City or town, state, and ZIP code		4 If your last name differs from that shown on your social security card, check here. You must call 1-800-772-1213 for a replacement card. ► <input type="checkbox"/>
5 Total number of allowances you are claiming (from line H above or from the applicable worksheet on page 2)		
6 Additional amount, if any, you want withheld from each paycheck		
7 I claim exemption from withholding for 2010, and I certify that I meet both of the following conditions for exemption. <ul style="list-style-type: none"> • Last year I had a right to a refund of all federal income tax withheld because I had no tax liability and • This year I expect a refund of all federal income tax withheld because I expect to have no tax liability. If you meet both conditions, write "Exempt" here ► 7		

Under penalties of perjury, I declare that I have examined this certificate and to the best of my knowledge and belief, it is true, correct, and complete.

Employee's signature

(Form is not valid unless you sign it.) ►

Date ►

8 Employer's name and address (Employer: Complete lines 8 and 10 only if sending to the IRS.)

9 Office code (optional)

10 Employer identification number (EIN)

Deductions and Adjustments Worksheet		
Note. Use this worksheet <i>only</i> if you plan to itemize deductions or claim certain credits or adjustments to income.		
1 Enter an estimate of your 2010 itemized deductions. These include qualifying home mortgage interest, charitable contributions, state and local taxes, medical expenses in excess of 7.5% of your income, and miscellaneous deductions	1	\$ _____
2 Enter: { \$11,400 if married filing jointly or qualifying widow(er) \$8,400 if head of household \$5,700 if single or married filing separately }	2	\$ _____
3 Subtract line 2 from line 1. If zero or less, enter "-0-"	3	\$ _____
4 Enter an estimate of your 2010 adjustments to income and any additional standard deduction. (Pub. 919)	4	\$ _____
5 Add lines 3 and 4 and enter the total. (Include any amount for credits from Worksheet 6 in Pub. 919.)	5	\$ _____
6 Enter an estimate of your 2010 nonwage income (such as dividends or interest)	6	\$ _____
7 Subtract line 6 from line 5. If zero or less, enter "-0-"	7	\$ _____
8 Divide the amount on line 7 by \$3,650 and enter the result here. Drop any fraction	8	_____
9 Enter the number from the Personal Allowances Worksheet , line H, page 1	9	_____
10 Add lines 8 and 9 and enter the total here. If you plan to use the Two-Earners/Multiple Jobs Worksheet , also enter this total on line 1 below. Otherwise, stop here and enter this total on Form W-4, line 5, page 1	10	_____

Two-Earners/Multiple Jobs Worksheet (See <i>Two earners or multiple jobs</i> on page 1.)		
Note. Use this worksheet <i>only</i> if the instructions under line H on page 1 direct you here.		
1 Enter the number from line H, page 1 (or from line 10 above if you used the Deductions and Adjustments Worksheet)	1	_____
2 Find the number in Table 1 below that applies to the LOWEST paying job and enter it here. However, if you are married filing jointly and wages from the highest paying job are \$65,000 or less, do not enter more than "3."	2	_____
3 If line 1 is more than or equal to line 2, subtract line 2 from line 1. Enter the result here (if zero, enter "-0-") and on Form W-4, line 5, page 1. Do not use the rest of this worksheet	3	_____
Note. If line 1 is less than line 2, enter "-0-" on Form W-4, line 5, page 1. Complete lines 4-9 below to figure the additional withholding amount necessary to avoid a year-end tax bill.		
4 Enter the number from line 2 of this worksheet	4	_____
5 Enter the number from line 1 of this worksheet	5	_____
6 Subtract line 5 from line 4	6	_____
7 Find the amount in Table 2 below that applies to the HIGHEST paying job and enter it here	7	\$ _____
8 Multiply line 7 by line 6 and enter the result here. This is the additional annual withholding needed	8	\$ _____
9 Divide line 8 by the number of pay periods remaining in 2010. For example, divide by 26 if you are paid every two weeks and you complete this form in December 2009. Enter the result here and on Form W-4, line 6, page 1. This is the additional amount to be withheld from each paycheck	9	\$ _____

Table 1

Married Filing Jointly		All Others		Married Filing Jointly		All Others	
If wages from LOWEST paying job are—	Enter on line 2 above	If wages from LOWEST paying job are—	Enter on line 2 above	If wages from HIGHEST paying job are—	Enter on line 7 above	If wages from HIGHEST paying job are—	Enter on line 7 above
\$0 - \$7,000 -	0	\$0 - \$6,000 -	0	\$0 - \$65,000	\$550	\$0 - \$35,000	\$550
7,001 - 10,000 -	1	6,001 - 12,000 -	1	65,001 - 120,000	910	35,001 - 90,000	910
10,001 - 16,000 -	2	12,001 - 19,000 -	2	120,001 - 185,000	1,020	90,001 - 165,000	1,020
16,001 - 22,000 -	3	19,001 - 26,000 -	3	185,001 - 330,000	1,200	165,001 - 370,000	1,200
22,001 - 27,000 -	4	26,001 - 35,000 -	4	330,001 and over	1,280	370,001 and over	1,280
27,001 - 35,000 -	5	35,001 - 50,000 -	5				
35,001 - 44,000 -	6	50,001 - 65,000 -	6				
44,001 - 50,000 -	7	65,001 - 80,000 -	7				
50,001 - 55,000 -	8	80,001 - 90,000 -	8				
55,001 - 65,000 -	9	90,001 - 120,000 -	9				
65,001 - 72,000 -	10	120,001 and over	10				
72,001 - 85,000 -	11						
85,001 - 105,000 -	12						
105,001 - 115,000 -	13						
115,001 - 130,000 -	14						
130,001 - and over	15						

Privacy Act and Paperwork Reduction Act Notice. We ask for the information on this form to carry out the Internal Revenue laws of the United States. Internal Revenue Code sections 3402(f)(2) and 6109 and their regulations require you to provide this information; your employer uses it to determine your federal income tax withholding. Failure to provide a properly completed form will result in your being treated as a single person who claims no withholding allowances; providing fraudulent information may subject you to penalties. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation, to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their tax laws, and using it in the National Directory of New Hires. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by Code section 6103.

The average time and expenses required to complete and file this form will vary depending on individual circumstances. For estimated averages, see the instructions for your income tax return.

If you have suggestions for making this form simpler, we would be happy to hear from you. See the instructions for your income tax return.



This form can be used to manually compute your withholding allowances, or you can electronically compute them at www.taxes.ca.gov/de4.xls (Microsoft Excel required).

EMPLOYEE'S WITHHOLDING ALLOWANCE CERTIFICATE

Type or Print Your Full Name	Your Social Security Number
Home Address (Number and Street or Rural Route)	Filing Status Withholding Allowances
City, State, and ZIP Code	<input type="checkbox"/> SINGLE or MARRIED (with two or more incomes) <input type="checkbox"/> MARRIED (one income) <input type="checkbox"/> HEAD OF HOUSEHOLD

1. Number of allowances for Regular Withholding Allowances, Worksheet A _____

Number of allowances from the Estimated Deductions, Worksheet B
Total Number of Allowances (A + B) when using the California
Withholding Schedules for 2009

OR

2. Additional amount of state income tax to be withheld each pay period (if employer agrees), Worksheet C _____

Under the penalties of perjury, I certify that the number of withholding allowances claimed on this certificate does not exceed the number to which I am entitled or, if claiming exemption from withholding, that I am entitled to claim the exempt status.

Signature _____ Date _____

Employer's Name and Address	California Employer Account Number
-----------------------------	------------------------------------

----- cut here -----

Give the top portion of this page to your employer and keep the remainder for your records.

YOUR CALIFORNIA PERSONAL INCOME TAX MAY BE UNDERWITHHELD IF YOU DO NOT FILE THIS DE 4 FORM

IF YOU RELY ON THE FEDERAL W-4 FOR YOUR CALIFORNIA WITHHOLDING ALLOWANCES, YOUR CALIFORNIA STATE PERSONAL INCOME TAX MAY BE UNDERWITHHELD AND YOU MAY OWE MONEY AT THE END OF THE YEAR.

PURPOSE: This certificate, DE 4, is for **California personal income tax withholding** purposes only. The DE 4 is used to compute the amount of taxes to be withheld from your wages, by your employer, to accurately reflect your state tax withholding obligation.

You should complete this form if either:

(1) You claim a different marital status, number of regular allowances, or different additional dollar amount to be withheld for California personal income tax withholding than you claim for federal income tax withholding or,

(2) You claim additional allowances for estimated deductions.

THIS FORM WILL NOT CHANGE YOUR FEDERAL WITHHOLDING ALLOWANCES.

The federal Form W-4 is applicable for California withholding purposes if you wish to claim the same marital status, number of regular allowances, and/or the same additional dollar amount to be withheld for state and federal purposes. However, federal tax brackets and withholding methods do not reflect state personal income tax withholding tables. If you rely

on the number of withholding allowances you claim on your Form W-4 withholding allowance certificate for your state income tax withholding, you may be significantly underwithheld. This is particularly true if your household income is derived from more than one source.

CHECK YOUR WITHHOLDING: After your W-4 and/or DE 4 takes effect, compare the state income tax withheld with your estimated total annual tax. For state withholding, use the worksheets on this form, and for federal withholding use the Internal Revenue Service (IRS) Publication 919 or federal withholding calculations.

EXEMPTION FROM WITHHOLDING: If you wish to claim exempt, complete the federal Form W-4. You may only claim exempt from withholding California income tax if you did not owe any federal income tax last year and you do not expect to owe any federal income tax this year. The exemption automatically expires on February 15 of the next year. If you continue to qualify for the exempt filing status, a new Form W-4 designating EXEMPT must be submitted before February 15. If you are not having federal income tax withheld this year but expect to have a tax liability next year, the law requires you to give your employer a new Form W-4 by December 1.

IF YOU NEED MORE DETAILED INFORMATION, SEE THE INSTRUCTIONS THAT CAME WITH YOUR LAST CALIFORNIA INCOME TAX RETURN OR CALL THE FRANCHISE TAX BOARD.

IF YOU ARE CALLING FROM WITHIN THE UNITED STATES

1-800-852-5711 (voice)

1-800-822-6268 (TTY)

IF YOU ARE CALLING FROM OUTSIDE THE UNITED STATES (Not Toll Free)

(916) 845-6500

The California Employer's Guide (DE 44) provides the income tax withholding tables. This publication may be found on EDD's Web site at www.edd.ca.gov/Payroll_Taxes/Forms_and_Publications.htm. To assist you in calculating your tax liability, please visit the Franchise Tax Board's Web site at: www.ftb.ca.gov/individuals/Index.shtml.

NOTIFICATION: Your employer is required to send a copy of your DE 4 to the Franchise Tax Board (FTB) if it meets either of the following two conditions:

- You claim more than 10 withholding allowances
- You claim exemption from state or federal income tax withholding and your employer expects your usual weekly wages to exceed \$200 per week.

IF THE IRS INSTRUCTS YOUR EMPLOYER TO WITHHOLD FEDERAL INCOME TAX BASED ON A CERTAIN WITHHOLDING STATUS, YOUR EMPLOYER IS REQUIRED TO USE THE SAME WITHHOLDING STATUS FOR STATE INCOME TAX WITHHOLDING IF YOUR WITHHOLDING ALLOWANCES FOR STATE PURPOSES MEET THE REQUIREMENTS LISTED UNDER "NOTIFICATION." IF YOU FEEL THAT THE FEDERAL DETERMINATION IS NOT CORRECT FOR STATE WITHHOLDING PURPOSES, YOU MAY REQUEST A REVIEW.

To do so, write to:

W-4 Unit
Franchise Tax Board MS F180
P.O. Box 2952
Sacramento, CA 95812-2952
Fax: (916) 843-1094

Your letter should contain the basis of your request for review. You will have the burden of showing the federal determination incorrect for state withholding purposes. The Franchise Tax Board (FTB) will limit its review to that issue. FTB will notify both you and your employer of its findings. Your employer is then required to withhold state income tax as instructed by FTB. In the event FTB or IRS finds there is no reasonable basis for the number of withholding exemptions that you claimed on your W-4/DE 4, you may be subject to a penalty.

PENALTY: You may be fined \$500 if you file, with no reasonable basis, a DE 4 that results in less tax being withheld than is properly allowable. In addition, criminal penalties apply for willfully supplying false or fraudulent information or failing to supply information requiring an increase in withholding. This is provided for by Section 19176 of the California Revenue and Taxation Code.

INSTRUCTIONS — 1 — ALLOWANCES*

When determining your withholding allowances, you must consider your personal situation:

- Do you claim allowances for dependents or blindness?
- Are you going to itemize your deductions?
- Do you have more than one income coming into the household?

TWO-EARNER/TWO-JOBS: When earnings are derived from more than one source, underwithholding may occur. If you have a working spouse or more than one job, it is best to check the box "SINGLE or MARRIED (with two or more incomes)." Figure the total number of allowances you are entitled to claim on all jobs using only one DE 4 form. Claim allowances with one employer. Do not claim the same allowances with more than one employer. Your withholding will usually be most accurate when all allowances are claimed on the DE 4 or W-4 filed for the highest paying job and zero allowances are claimed for the others.

MARRIED BUT NOT LIVING WITH YOUR SPOUSE: You may check the "Head of Household" marital status box if you meet all of the following tests:

- (1) Your spouse will not live with you at any time during the year;
- (2) You will furnish over half of the cost of maintaining a home for the entire year for yourself and your child or stepchild who qualifies as your dependent; and
- (3) You will file a separate return for the year.

HEAD OF HOUSEHOLD: To qualify, you must be unmarried or legally separated from your spouse and pay more than 50% of the costs of maintaining a home for the entire year for yourself and your dependent(s) or other qualifying individuals. Cost of maintaining the home includes such items as rent, property insurance, property taxes, mortgage interest, repairs, utilities, and cost of food. It does not include the individual's personal expenses or any amount which represents value of services performed by a member of the household of the taxpayer.

WORKSHEET A

REGULAR WITHHOLDING ALLOWANCES

- (A) Allowance for yourself — enter 1 (A) _____
- (B) Allowance for your spouse (if not separately claimed by your spouse) — enter 1 (B) _____
- (C) Allowance for blindness — yourself — enter 1 (C) _____
- (D) Allowance for blindness — your spouse (if not separately claimed by your spouse) — enter 1 (D) _____
- (E) Allowance(s) for dependent(s) — do not include yourself or your spouse x 3 = (E) _____
E-1. Please enter the number of dependents for which you are claiming allowances:
E-2. Please multiply the number entered in E-1 by 3 and enter on line E
- (F) Total — add lines (A) through (E) above (F) _____

INSTRUCTIONS — 2 — ADDITIONAL WITHHOLDING ALLOWANCES

If you expect to itemize deductions on your California income tax return, you can claim additional withholding allowances. Use Worksheet B to determine whether your expected estimated deductions may entitle you to claim one or more additional withholding allowances. Use last year's FTB 540 form as a model to calculate this year's withholding amounts.

Do not include deferred compensation, qualified pension payments or flexible benefits, etc., that are deducted from your gross pay but are not taxed on this worksheet.

You may reduce the amount of tax withheld from your wages by claiming one additional withholding allowance for each \$1,000, or fraction of \$1,000, by which you expect your estimated deductions for the year to exceed your allowable standard deduction.

WORKSHEET B

ESTIMATED DEDUCTIONS

1. Enter an estimate of your itemized deductions for California taxes for this tax year as listed in the schedules in the FTB 540 form 1. _____
2. Enter \$7,384 if married filing joint, head of household, or qualifying widow(er) with dependent(s) or \$3,692 if single or married filing separately 2. _____
3. Subtract line 2 from line 1, enter difference = 3. _____
4. Enter an estimate of your adjustments to income (alimony payments, IRA deposits) + 4. _____
5. Add line 4 to line 3, enter sum = 5. _____
6. Enter an estimate of your nonwage income (dividends, interest income, alimony receipts) - 6. _____
7. If line 5 is greater than line 6 (if less, see below);
Subtract line 6 from line 5, enter difference = 7. _____
8. Divide the amount on line 7 by \$1,000, round any fraction to the nearest whole number 8. _____
Enter this number on line 1 of the DE 4. Complete Worksheet C, if needed.
9. If line 6 is greater than line 5;
Enter amount from line 6 (nonwage income) 9. _____
10. Enter amount from line 5 (deductions) 10. _____
11. Subtract line 10 from line 9, enter difference Complete Worksheet C 11. _____

*Due to recent legislation, beginning January 1, 2007, wages paid to registered domestic partners will be treated the same for state income tax purposes as wages paid to spouses for California personal income tax (PIT) withholding and PIT wages. This new law does not impact federal income tax law. A registered domestic partner means an individual partner in a domestic partner relationship within the meaning of Section 297 of the Family Code. For more information, please call our Taxpayer Assistance Center at 1-888-745-3886.

WORKSHEET C

TAX WITHHOLDING AND ESTIMATED TAX

1. Enter estimate of total wages for tax year 2009 1. _____
2. Enter estimate of nonwage income (line 6 of Worksheet B) 2. _____
3. Add line 1 and line 2. Enter sum 3. _____
4. Enter itemized deductions or standard deduction (line 1 or 2 of Worksheet B, whichever is largest) 4. _____
5. Enter adjustments to income (line 4 of Worksheet B) 5. _____
6. Add line 4 and line 5. Enter sum 6. _____
7. Subtract line 6 from line 3. Enter difference 7. _____
8. Figure your tax liability for the amount on line 7 by using the 2009 tax rate schedules below 8. _____
9. Enter personal exemptions (line F of Worksheet A x \$99) 9. _____
10. Subtract line 9 from line 8. Enter difference 10. _____
11. Enter any tax credits. (See FTB Form 540) 11. _____
12. Subtract line 11 from line 10. Enter difference. This is your total tax liability 12. _____
13. Calculate the tax withheld and estimated to be withheld during 2009. Contact your employer to request the amount that will be withheld on your wages based on the marital status and number of withholding allowances you will claim for 2009. Multiply the estimated amount to be withheld by the number of pay periods left in the year. Add the total to the amount already withheld for 2009 13. _____
14. Subtract line 13 from line 12. Enter difference. If this is less than zero, you do not need to have additional taxes withheld 14. _____
15. Divide line 14 by the number of pay periods remaining in the year. Enter this figure on line 2 of the DE 4 15. _____

NOTE: Your employer is not required to withhold the additional amount requested on line 2 of your DE 4. If your employer does not agree to withhold the additional amount, you may increase your withholdings as much as possible by using the "single" status with "zero" allowances. If the amount withheld still results in an underpayment of state income taxes, you may need to file quarterly estimates on Form 540-ES with the FTB to avoid a penalty.

THESE TABLES ARE FOR CALCULATING WORKSHEET C AND FOR 2009 ONLY

SINGLE OR MARRIED WITH DUAL EMPLOYERS			
IF THE TAXABLE INCOME IS		COMPUTED TAX IS	
OVER	BUT NOT OVER	OF AMOUNT OVER...	PLUS*
\$ 0	\$ 7,168	1.0% \$ 0	\$ 0.00
\$ 7,168	\$ 16,994	2.0% \$ 7,168	\$ 71.68
\$ 16,994	\$ 26,821	4.0% \$ 16,994	\$ 268.20
\$ 26,821	\$ 37,233	6.0% \$ 26,821	\$ 661.28
\$ 37,233	\$ 47,055	8.0% \$ 37,233	\$ 1,286.00
\$ 47,055	\$ 1,000,000	9.3% \$ 47,055	\$ 2,071.76
\$1,000,000	and over	10.3% \$1,000,000	\$90,695.65

MARRIED FILING JOINT OR QUALIFYING WIDOW(ER) TAXPAYERS			
IF THE TAXABLE INCOME IS		COMPUTED TAX IS	
OVER	BUT NOT OVER	OF AMOUNT OVER...	PLUS*
\$ 0	\$ 14,336	1.0% \$ 0	\$ 0.00
\$ 14,336	\$ 33,988	2.0% \$ 14,336	\$ 143.36
\$ 33,988	\$ 53,642	4.0% \$ 33,988	\$ 536.40
\$ 53,642	\$ 74,466	6.0% \$ 53,642	\$ 1,322.56
\$ 74,466	\$ 94,110	8.0% \$ 74,466	\$ 2,572.00
\$ 94,110	\$ 1,000,000	9.3% \$ 94,110	\$ 4,143.52
\$1,000,000	and over	10.3% \$1,000,000	\$88,391.29

HEAD OF HOUSEHOLD TAXPAYERS			
IF THE TAXABLE INCOME IS		COMPUTED TAX IS	
OVER	BUT NOT OVER	OF AMOUNT OVER...	PLUS*
\$ 0	\$ 14,345	1.0% \$ 0	\$ 0.00
\$ 14,345	\$ 33,989	2.0% \$ 14,345	\$ 143.45
\$ 33,989	\$ 43,814	4.0% \$ 33,989	\$ 536.33
\$ 43,814	\$ 54,225	6.0% \$ 43,814	\$ 929.33
\$ 54,225	\$ 64,050	8.0% \$ 54,225	\$ 1,553.99
\$ 64,050	\$ 1,000,000	9.3% \$ 64,050	\$ 2,339.99
\$1,000,000	and over	10.3% \$1,000,000	\$89,383.34

*marginal tax

IF YOU NEED MORE DETAILED INFORMATION, SEE THE INSTRUCTIONS THAT CAME WITH YOUR LAST CALIFORNIA INCOME TAX RETURN OR CALL FRANCHISE TAX BOARD:

IF YOU ARE CALLING FROM WITHIN THE UNITED STATES 1-800-852-5711 (voice)

1-800-822-6268 (TTY)

IF YOU ARE CALLING FROM OUTSIDE THE UNITED STATES
(Not Toll Free)

(916) 845-6500

DE 4 information is collected for purposes of administering the Personal Income Tax law and under the Authority of Title 22 of the California Code of Regulations and the Revenue and Taxation Code, including Section 18624. The Information Practices Act of 1977 requires that individuals be notified of how information they provide may be used. Further information is contained in the instructions that came with your last California income tax return.

Direct Deposit Authorization

ATTACH CHECK HERE

IN ORDER TO SIGN UP FOR DIRECT DEPOSIT YOU MUST ATTACH A COPY OF A PERSONAL CHECK.
FOR SECURITY REASONS WE RECOMMEND THAT IT IS A CANCELLED OR VOIDED CHECK.

✓ PLEASE STAPLE A COPY OF YOUR CHECK ABOVE

Please print

Check one of the following	Effective Date
<input type="checkbox"/> Start	<input type="checkbox"/> As Soon As Possible
<input type="checkbox"/> Stop	<input type="checkbox"/> Future Paydate
<input type="checkbox"/> Change	_____ / _____ / _____

Social Security Number

Name (Last, First Middle Initial)

**SUBMISSION OF THIS FORM MEANS YOUR ENTIRE
PAYROLL CHECK WILL GO TO THIS FINANCIAL INSTITUTION**

Financial Institution Name (Bank, Savings Institution, Credit Union, etc.)

Enter the following information from the bottom of your check:

ABA Bank Routing Number (Must be 9 numbers)									Account Number	
█	█	█	█	█	█	█	█	█	█	█
Type of Account										
<input type="checkbox"/> Checking		<input type="checkbox"/> Savings								
I authorize the direct deposit of funds to my account in the financial institution listed above. If funds to which I am not entitled are deposited in my account, I authorize the initiation of a correcting (debit) entry. I understand that the authorization may be rejected or discontinued at any time. If any of the above information changes, I will promptly complete a new authorization agreement. If the direct deposit is not stopped before closing an account, funds payable to you will be returned to you for distribution. This will delay your check.										
Date (Mo/Day/Yr)	Employee Signature								Daytime Phone Number	
Home Address Zipcode	Street				City			State		

EMPLOYEE PROOF OF AUTO INSURANCE

Name of Insurance Company Phone

Policy Number Effective Date Expiration Date

Year	Make	Model
------	------	-------

By signing this form, I understand that I need auto insurance to teach off-site classes for Fast Response and have shown proof of current automobile insurance. I will notify the Human Resource Department if there is a change or cancellation of this policy.

Signature _____ **Date** _____

Print Name

Photocopy of Photocopy of Proof-of-Insurance Card



Enrollment Application

Please print or type in black ink only. Please see instructions on reverse before completing this form.
Fields with * are mandatory for enrollment.

A. TO BE COMPLETED BY EMPLOYER

Fast Response Safety Training Center, Inc 097183

*Company or Trust Fund Name
P.O. Box 1283 Berkeley CA. 94701

*Purchaser Number
(510) 809.3643

Enrollment Unit Number (EU)
(866) 628.5876

Company or Trust Fund Address
Cathlin Torrence

Phone Number

Fax Number

Purchaser Contact

Employer ID

*Effective Date of Coverage

***ENROLLMENT (check only one—see Enrollment Reason Table on reverse side for options)**

- New Hire Enrollment—Date of Hire: _____ Open Enrollment
 Part Time to Full Time—Date: _____ Other: _____ Event Date: _____
 New Purchaser

B. EMPLOYEE/SUBSCRIBER INFORMATION

Are you now or have you ever been a Kaiser Permanente member? Yes No

Height _____

If so, what is/was your Medical Record Number? _____

Weight _____

Have you ever received care from Kaiser Permanente within the state of California? Yes No

Under what name: _____ Maiden/Other _____

*Social Security Number

*Last Name

*First Name

MI

_____-_____-_____
*Date of Birth

*Gender: M F

Marital Status: Married Single

Preferred Language Spoken

Preferred Language Written

E-mail Address (optional)

*Street Address

(_____) _____
Day Phone Home Work

*City

*State *ZIP Code

(_____) _____
Evening Phone Home Work Employee ID

Employment Status:
 Working Retired

C. LIST FAMILY MEMBERS TO BE ENROLLED (attach additional sheet, if needed)

Medical Record

*Last Name	*First Name	MI	*Role	*Social Security Number	*Date of Birth MM/DD/YY	*Gender	Number if Known	Height	Weight
Spouse			<input type="checkbox"/> Spouse <input type="checkbox"/> Domestic Partner	— —	/ /	<input type="checkbox"/> M <input type="checkbox"/> F			
Maiden/Other:			<input type="checkbox"/> Child <input type="checkbox"/> Student	— —	/ /	<input type="checkbox"/> M <input type="checkbox"/> F			
Dependent Relationship:			<input type="checkbox"/> Child <input type="checkbox"/> Student	— —	/ /	<input type="checkbox"/> M <input type="checkbox"/> F			
Dependent Relationship:			<input type="checkbox"/> Child <input type="checkbox"/> Student	— —	/ /	<input type="checkbox"/> M <input type="checkbox"/> F			
Dependent Relationship:			<input type="checkbox"/> Child <input type="checkbox"/> Student	— —	/ /	<input type="checkbox"/> M <input type="checkbox"/> F			
Dependent Relationship:			<input type="checkbox"/> Child <input type="checkbox"/> Student	— —	/ /	<input type="checkbox"/> M <input type="checkbox"/> F			

Dependent(s') Address (if different from subscriber's): Check here if all dependents are at the address below.

Name(s)	Address	City	State	ZIP Code
---------	---------	------	-------	----------

Kaiser Foundation Health Plan Arbitration Agreement:

I understand that, except for Small Claims Court cases, claims subject to a Medicare appeals procedure, and if your Group must comply with ERISA regarding certain benefit-related disputes, any dispute between myself, my heirs or other associated parties on the one hand and Health Plan, its health care providers, or other associated parties on the other hand, for alleged violation of any duty arising out of or related to membership in Health Plan, including any claim for medical or hospital malpractice, for premises liability, or relating to the coverage for, or delivery of, services or items, irrespective of legal theory, must be decided by binding arbitration under California law and not by lawsuit or resort to court process, except as applicable law provides for judicial review of arbitration proceedings. I agree to give up my right to a jury trial and accept the use of binding arbitration. I understand that the arbitration provision is contained in the Evidence of Coverage.

X

*Employee/Subscriber Signature

*Date

A-1

Enrollment Application Instructions

Instructions for the Subscriber:

1. Review the **Kaiser Permanente ZIP Code Service Areas** on page 3 to make sure your home ZIP code is listed.
2. Check the box for your group's plan on the cover of this booklet and on your Temporary Membership ID, located on page 5.
3. Complete **Section B** of this *Enrollment Application*. Be sure to complete all fields to ensure we have your current information and can find any prior membership records. Please print clearly in black ink.
4. Complete **Section C** of this *Enrollment Application* for any dependents you wish to enroll.
Kaiser Permanente will verify the eligibility of these dependents during the enrollment process.
5. Check with your employer to see if you are required to complete the Health Questionnaire in **Section D** of this *Enrollment Application* (required for groups with 6 – 15 enrolling employees only). If you are required to complete Section D, please follow the instructions at the top of page A-2.
6. Sign and date the bottom of page A-1 (and page A-3, if applicable).
7. Keep a copy of page A-1 of this *Enrollment Application*, to be used with your Temporary Membership ID when seeking health care services.

Instructions for the Employer:

1. Complete all fields in **Section A** to ensure we have correct account and enrollment reason information. Always indicate the appropriate enrollment reason. For "other" enrollment requests, write in the reason from the table below. Be sure to include the event date, where requested.
If this enrollment is part of your new group set-up with Kaiser Permanente, check "New Purchaser."

Enrollment Reason Table

Enrollment Reason	Event Date
Part-Time to Full-Time Status	Effective Date of Full-Time Status
Loss of Coverage	Date Coverage Was Lost
Moved into Service Area	Move Date
Rehire	Date of Rehire
Return from Layoff/Leave of Absence	Return Date
Return from Military Duty	Return Date

2. The employer is responsible for confirming all information on page A-1 of this *Enrollment Application* prior to submission. Provide each employee with a copy of page A-1, to be used with their Temporary Membership ID.
3. For groups with 6 – 15 enrolling employees only: The employees who enroll as part of your new group set-up are required to complete the Health Questionnaire in **Section D**, which will be used to determine your group's rate. To protect the privacy of your employee, this application must remain sealed and can only be opened by an authorized Kaiser Permanente representative.

NOTE: All enrollments will be made in accordance with the contractual agreement between the purchaser and Kaiser Permanente.

Predesignation of Personal Physician

DWC FORM 9783

In the event you sustain an injury or illness related to your employment, you may be treated for such injury or illness by your personal medical doctor (M.D.) or doctor of osteopathic medicine (D.O.) if:

- your employer offers group health coverage;
- the doctor is your regular physician, who shall be either a physician who has limited his or her practice of medicine to general practice or who is a board-certified or board eligible internist, pediatrician, obstetrician-gynecologist, or family practitioner, and has previously directed your medical treatment, and retains your medical records;
- prior to the injury your doctor agrees to treat you for work injuries or illnesses;
- prior to the injury you provided your employer the following in writing: (1) notice that you want your personal doctor to treat you for a work-related injury or illness, and (2) your personal doctor's name and business address.

You may use this form to notify your employer if you wish to have your personal medical doctor or a doctor of osteopathic medicine treat you for a work-related injury or illness and the above requirements are met.

NOTICE OF PREDENOTIFICATION OF PERSONAL PHYSICIAN

Employee: Complete this section:

To: _____ (**name of employer**). If I have a work-related injury or illness, I choose to be treated by:

(name of doctor)(M.D., D.O.)

(street address, city, state, ZIP)

(telephone number)

Employee Name (**please print**): _____

Employee's Address: _____

Employee's
Signature _____ Date: _____

Physician: I agree to this Predesignation:

Signature: _____ Date: _____
(Physician or Designated Employee of the Physician)

The physician is not required to sign this form, however, if the physician or designated employee of the physician does not sign, other documentation of the physician's agreement to be predesignated will be required pursuant to Title 8, California Code of Regulations, section 9780.1(a)(3).

Notice of Personal Chiropractor or Personal Acupuncturist

DWC FORM 9783.1

If your employer or your employer's insurer does not have a Medical Provider Network, you may be able to change your treating physician to your personal chiropractor or acupuncturist following a work-related injury or illness. In order to be eligible to make this change, you must give your employer the name and business address of a personal chiropractor or acupuncturist in writing prior to the injury or illness. Your claims administrator generally has the right to select your treating physician within the first 30 days after your employer knows of your injury or illness. After your claims administrator has initiated your treatment with another doctor during this period, you may then, upon request, have your treatment transferred to your personal chiropractor or acupuncturist.

You may use this form to notify your employer of your personal chiropractor or acupuncturist.

Your Chiropractor or Acupuncturist's Information:

(name of chiropractor or acupuncturist)

(street address, city, state, zip code)

(telephone number)

Employee Name (please print):

Employee's address:

Employee's
Signature _____ Date: _____



ACKNOWLEDGEMENT OF RECEIPT OF PREDESIGNATION FORMS

I acknowledge that on _____, I received the forms titled Predesignation of Personal Physician and Notice of Personal Chiropractor or Personal Acupuncturist.

I understand that if I do not complete these forms and I have a work-related injury, I will be required to get medical assistance from the company approved Medical Network Provider (MPN). I also understand that I can complete this form at any time and return it to Human Resources thereby designating a Personal Physician, Chiropractor or Acupuncturist.

Signature

Printed Name

Date

Please sign, date and return to the Human Resources Department

Greetings,

Fast Response is collecting the contact information from all of our employees and compiling it into a spreadsheet.

This is being placed in the company's digital public file is for the purpose of communication and for use in emergency situations. It will be available to our staff only.

Please sign and date below if you agree to have your information available to our staff only.

Many Thanks,
Fast Response

Phone Number/Cell Number	Email Address

I agree to have my contact information available on the company's public file and I agree not to share this information with anyone for any reason unless I am given the authority by the individual.

Name (Please print)

Date

Signature

Date



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Please KEEP
everything
in this
section for
your own
records.

510-849-4009

www.fastresponse.org

To: All Employees

Subject: Sexual Harassment - Complaint Procedure

As your employer, **Fast Response** (the Company) has adopted a firm policy against sexual harassment. We will take every reasonable step to prevent harassment from occurring. However, if you believe that you have been unlawfully harassed, we urge you to report the incident immediately so that your complaint can be resolved quickly and fairly.

1. When possible, confront the harasser and persuade him/her to stop.
2. Provide a written or oral complaint to your own supervisor or to any other company supervisor, the president, or a human resources representative of the Company as soon as possible after the incident. Include all details on the incident(s), names of individuals involved, and the names of any witnesses.
3. Supervisors will refer all sexual harassment complaints to the human resources representative, investigative officer, or the president of the Company. The Company will immediately undertake an effective, thorough, and objective investigation of the harassment allegations.
4. If the Company determines that unlawful harassment has occurred, it will take effective remedial action in accordance with the circumstances. Any employee the company determines to be responsible for unlawful harassment will be subject to appropriate disciplinary action, up to and including termination.
5. The Company will take appropriate action to remedy any loss to you resulting from harassment.
6. The Company will not retaliate against you for filing a complaint and will not tolerate or permit retaliation by management, employees, or co-workers.

For the procedure for filing complaints, please contact:

**Human Resources
Fast Response
School of Health Care Education
P.O. Box 1283 Berkeley CA. 94701**



CHANGE OF ADDRESS OR PERSONAL STATUS

Please complete the section(s) below pertaining to your specific change.

Employee Name: _____ Date: _____

Social Security #: _____ Hire Date: _____

Name Change

Previous Name: _____

New Name: _____

Address Change

Previous Address: _____

New Address: _____

Telephone Number Change

Previous Number: _____

New Number: _____

Marital Status Change*:

Present Status: _____ Single _____ Married

New Status: _____ Single _____ Married

*Requires new W-4

Emergency Contact Change

Name: _____ Relationship: _____

Telephone: _____ Cell Phone: _____



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**Fast
Response**

School of Health Care Education



Employee Handbook

WELCOME TO FAST RESPONSE!

Thank you for being a part of our team!

We want you to feel that your employment with Fast Response is/ will be a mutually beneficial and gratifying experience. We look forward to the opportunity of working together to see the changes, growth, and goals realized which will help us become an even more successful company. This employee handbook has been developed to help you get acquainted with us and to answer many of your initial questions.

You have joined a company that has established an outstanding reputation for the highest quality training in the Bay Area. Credit for this goes to everyone at Fast Response. You are all vital to our existence because you contribute your talents and energy to continually improve the environment and quality of the company.

Our Mission

We are a diverse team of dedicated medical professionals committed to and passionate about providing the highest caliber of health care education, career training and continuing education for healthcare providers and the general community. We sincerely believe that a learning environment which is supportive, challenging, accepting and lively inspires confidence and motivates our students to succeed. We are sensitive to the needs of a diverse population and have been devoted to providing this essential service to the Bay Area since 1989.

We at Fast Response feel passionately about the service we provide which essentially is saving and improving lives through education. We also are impassioned about embracing diversity of every kind and we pride ourselves on our extremely caring and compassionate credos.

We fully expect everyone employed by Fast Response to adhere to our policies.

We regard these qualities to be of the greatest importance in working together in our organization.

- Honesty. Honest dialogue and practices are essential to maintain a mutual trust.
- Communication. Providing clear information either orally or in written form allows the entire company to flow more smoothly.
- Pride in work. A commitment to perform our best work will benefit us all.
- Growth and Improvement. A desire to improve skills and abilities benefits the entire company.
- Respect. Treat everyone with compassion and understanding.

This Employee Handbook explains our personnel policies and benefits as well as opportunities and responsibilities that exist for you. You are responsible for reading and understanding this Employee Handbook. If anything is unclear, please discuss the matter with management.

We extend our personal best wishes for your success and happiness at Fast Response.

Sincerely,

Tom Peck, Owner/Founder, CEO
Cathlin Torrence, Owner/ CFO

Employee Handbook

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I. INTRODUCTION

Employee Handbook

This handbook has been prepared to introduce you to Fast Response. It will acquaint you with the policies, rules, pay and benefits that apply to all employees of the Company. This handbook is presented as a matter of information only and its contents should not be interpreted as a contract between Fast Response and any of its employees. This employee handbook supersedes all previous employee handbooks and management memos that may have been issued on subjects covered herein.

Please read this handbook carefully and keep it handy for future reference. One of your first responsibilities is to be familiar with its contents. This handbook is only a summary of our policies, however, so please review it with your manager or Human Resources if you have any questions.

Changes in Policy

Since our business is constantly changing, Fast Response expressly reserves the right to revise, modify, delete, or add to any and all policies, procedures, work rules, or benefits stated in this handbook or in any other document, except for the policy of at-will employment. However, changes as to your at-will employment status must be in writing and must be signed by Tom Peck or Cathlin Torrence of the Company. Normally, we will notify you of these changes by email, posting them on the bulletin board, or by other appropriate means. Changes will be effective on dates determined by Fast Response and you may not rely on policies that have been superseded.

Nothing in this employee handbook or in any other document, including benefit plan descriptions, creates or is intended to create a promise or representation of continued employment for any employee. If you are uncertain about any policy or procedure, please check with your manager or Human Resources.

Employment-At-Will

Your employment with Fast Response is “at-will” and entered into voluntarily. You are free to resign at any time, for any reason, with or without notice. Similarly, Fast Response is free to conclude the employment relationship at any time for any legal reason. Nothing in this handbook shall limit the right to terminate at-will employment. No manager, supervisor, or employee of the Company has any authority to enter into an agreement for employment for any specified period of time or to make an agreement for employment other than at-will terms. Only Tom Peck or Cathlin Torrence of Fast Response has the authority to make any such agreement, which is binding only if it is in writing and signed by Tom or Cathlin and by you.

II. EMPLOYMENT POLICIES

Definitions of Employment Status

Fast Response employees are first classified as either exempt or non-exempt; then classified as regular full-time, regular part-time, half-time, or temporary:

- **Exempt employees** are those whose positions meet specific tests established by the Fair Labor Standards Act (FLSA) and applicable state law and who are exempt from overtime pay requirements. Exempt employees hold professional, managerial and executive positions.
- **Non-Exempt employees** are those employees who do not meet FLSA and state exemption tests, are paid on an hourly basis and are paid for overtime work.
- **Regular employees** have completed the 90-day introductory period of employment. Regular employees can be either full-time or part-time. The distinction between full-time and part-time depends upon the number of hours that an employee works.
- **Full-time employees** are regularly scheduled to work a minimum of 40 hours per week. They are not temporary employees, independent contractors, or independent consultants. Regular, full-time employees are eligible for the complete benefits package subject to the terms, conditions and limitations of each benefit program.
- **4/5 employees** are scheduled to work a minimum of 32 hours a week on a regular basis. They are eligible for health benefits and receive 6 hours pay for paid holidays.
- **As-needed employees** are those who work intermittently to teach classes or to perform duties as they arise. They are not eligible for Company benefits.
- **Part-time employees** are scheduled to work less than 32 hours per week on a regular basis. They receive only legally mandated (statutory) benefits such as social security and workers' compensation insurance.
- **Temporary employees** – Employees who are hired as interim replacements to temporarily supplement the workforce or to assist in the completion of a specific project. Employment assignments in this category are of an estimated limited duration. Employment beyond the initially estimated duration does not in any way imply a change in employment status or change in the at-will status. They are not eligible for Company benefit programs.
- **Independent contractor** – These individuals are not employees of Fast Response and are in business solely for themselves. An independent contractor or consultant is engaged to perform a task according to his/her own methods and is subject to control and direction only as to the results to be accomplished. Independent contractor or consultants are not entitled to benefits.

Employment of Minors

Almost all workers under the age of 18 are considered minors and are subject to child labor protections. Minor means any person under the age of 18 years who is required to attend school under the provisions of the Education Code. The Fair Labor Standards Act (FLSA) also prohibits the employment of minors under the age of 14.

Before employing a minor, Fast Response must acquire the required work permits. Permits are required year-round, even when school is not in session. A *Statement of Intent to Employ Minor and Request for Work Permit (Form B1-1)* must be completed by the minor and signed by their parent /legal guardian and the Company. Once the student files the *Form B1- 1* with the school district, the district will issue a work permit (*Permit to Employ and Work (Form B1-4)*), which will specify the maximum number of hours of work allowed per day when school is in session and it will specify the expiration date of the permit. Minors requesting work permits must have the names of the Company's workers' compensation carrier on the *Form B1-1* and the Company must carry workers' compensation insurance for the minor. Every employer must have a *Form B1-4* on file in the workplace for each minor. These records need to be open at all times for inspection by the school authorities and officers of the Division of Labor Standards Enforcement (DLSE).

The total number of hours a minor may work, as well as the permitted spread of hours, varies depending on the age of the minor and the time of year in which work will be performed. It is a misdemeanor to require any minor to work more than 8 hours in a day. Also, minors may not be employed for the purpose of driving a motor vehicle on public highways and streets. This includes delivering any type of goods from a motor vehicle.

Recruitment & Selection

Fast Response seeks qualified job candidates from various sources. All decisions regarding recruitment, selection and placement of employees are made solely on the basis of job-related criteria. Regardless of the sources, all candidates will be considered based on the qualifications they bring to the position for which they are applying.

It is the responsibility of the manager to notify Human Resources (HR) at the earliest opportunity of potential vacancies. The appropriate manager and HR will conduct a joint recruiting and selection program designed to identify the most suitable individual for the position. Notice of job openings may be posted on either the employee bulletin boards, on the Company website or distributed by email. You are encouraged to apply for openings if they meet your job qualifications and you are in good standing. When a personnel vacancy occurs, the appropriate manager and HR will carefully consider those from within the Company who apply for the position along with external applicants.

Background Checks

Fast Response recognizes the importance of maintaining a safe workplace with employees who are honest, trustworthy, qualified, reliable, nonviolent, and do not present a risk of serious harm to their coworkers or others. The Company also relies upon the accuracy of information contained in the employment application, as well as the accuracy of other data presented throughout the hiring process and employment. Any misrepresentation, falsification, or material omission in any of this information or data may result in the exclusion of the individual from further consideration for employment or, if the person has been hired, termination of employment.

To further these interests, the Company reserves the right to investigate an individual's prior employment history, personal references, educational background, and other relevant information that is reasonably available to the Company. The Company may review an applicant's criminal background, if any, and consumer credit report for employment purposes only concerning credit worthiness, credit standing, and credit capacity. If a background check is conducted, the Company will comply with the federal Fair Credit Reporting Act and applicable state laws, including providing the applicant with any required notices or forms. Consistent with these practices, job applicants may be asked to sign an Authorization and Release Form. If the Company takes an adverse employment action based in whole or in part on the consumer credit report, a copy of the report and a summary of the applicant's rights under the Fair Credit Reporting Act will be provided as well as any other documents required by law.

Rehires

Upon termination of employment, all benefits cease on the date of termination or the end of the month following termination, depending on the benefit plan. If an employee is rehired within 30 days of the termination, lost accumulated benefits at the time of the termination will be restored unless otherwise required by law or the applicable benefit plan. If an employee is rehired more than 30 days after the termination date, no previously earned benefits that were lost will be restored unless otherwise required by law or the applicable benefit plan.

New Hire Orientation & Introductory Period

As a new employee, you will be provided with an orientation meeting and/or orientation materials. The orientation is designed to acquaint you with Fast Response and its policies as well as discussion of several legally required forms/notices that must be given to you. Your manager will be responsible for ensuring that orientation takes place. In addition, your manager will ensure that you receive an introduction within the Company and you are provided with information regarding your specific job duties and responsibilities.

The first 3 months of employment are considered an introductory period for all newly hired employees. During this time, you will learn your new responsibilities, get acquainted with fellow employees, and Fast Response will determine whether your performance meets their needs. Completion of the introductory period does not entitle you to remain employed by the Company for any definite period of time. Performance will be assessed on an ongoing basis. Both you and

the Company are free, at any time, with or without notice and with or without cause, to end the employment relationship.

Instructors and their Disciplines

All new instructors must successfully complete the instructor monitoring program in their respective discipline(s). Instructors must teach a minimum number of classes to remain employed.

All new instructors will be required to sign a teaching agreement that clarifies and details the requirements and duties of each teaching discipline.

Instructors will be required to purchase teaching materials and uniforms for use in their discipline.

Hiring of Relatives

Our goal is hire the best-qualified person for every job at Fast Response. Job applicants who are immediate family members, relatives, or persons having significant personal relationships with Fast Response employees are evaluated on their own merit, as are all applicants. The Company permits the employment of qualified relatives of employees so long as such employment does not, in the opinion of the Company, create actual or perceived conflicts of interest. For the purpose of this policy, “relatives” are defined to include spouses, registered domestic partners, siblings, parents or any other person who is related by blood or marriage, or whose formal relationship with the employee is similar to that of persons who are related by blood or marriage such as registered domestic partners.

The Company will exercise sound business judgment in the placement of related employees in accordance with the following guidelines:

- Fast Response employees must not have direct reporting or contractual relationship with any relative, or any person with whom they have a significant personal relationship. Significant personal relationships include, but are not limited to, registered domestic partnerships, dating relationships and business partnerships.

Equal Employment Opportunity (EEO) & American with Disabilities Act (ADA)

It is the policy of Fast Response to provide equal employment opportunities to you and employment applicants without regard to race, religion, color, creed, national origin, citizenship status, sex, sexual orientation, age, ancestry, physical or mental disability, medical condition, marital status, registered domestic partner status, veteran status, gender, genetic characteristics, disabled veteran, or any other classification protected by applicable local, state or federal employment discrimination laws. This also includes a perception that a person has any of those characteristics, or is associated with a person who has or is perceived as having any of those characteristics. All such discrimination is unlawful. This policy applies to all aspects of employment, including, but not limited to, hiring, job assignment, compensation, promotion, benefits, training, and termination.

Fast Response is committed to compliance with all applicable laws providing equal employment opportunities. This commitment applies to all persons involved in the Company operations and

prohibits unlawful discrimination by any employee of the Company, including managers and co-workers.

To comply with applicable laws ensuring equal employment opportunities to qualified individuals with a disability, the Company will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability (who is an applicant or an employee) unless undue hardship would result.

Any applicant or employee who requires an accommodation in order to perform the essential functions of the job should contact Human Resources and request such an accommodation. The individual with the disability should specify what accommodation he or she needs to perform the job. The Company then will conduct an investigation to identify the barriers that interfere with the equal opportunity of the applicant or employee to perform his or her job. The Company will identify possible accommodations, if any, that will help eliminate the limitation. If the accommodation is reasonable and will not impose an undue hardship, the Company will make the accommodation.

If you believe you have been subjected to any form of unlawful discrimination, submit a verbal or written complaint to your manager or HR. Your complaint should be specific and should include the names of individuals involved and the names of any witnesses. The Company will immediately undertake an effective, thorough and objective investigation and attempt to resolve the situation. The Company will strive to conduct the investigation in as confidential a manner as possible, but will disclose information as it deems necessary to conduct a thorough, unbiased investigation.

If the Company determines that unlawful discrimination has occurred, effective remedial action will be taken commensurate with the severity of the offense. Appropriate action also will be taken to deter any future discrimination. The Company will not retaliate against you for filing a complaint in good faith and will not knowingly permit retaliation by managers or co-workers.

Personnel Records

Important events in your employment history with Fast Response will be recorded and kept in your personnel file. Regular performance reviews, change of status records, commendations, corrective action warnings, and educational attainment records are examples of records maintained. You are responsible for notifying Human Resources when you have a change in address, telephone number, and/or family status (births, marriage, death, divorce, legal separation, etc.) because income tax and group insurance may be affected by these changes. This responsibility includes employees on lay-off status and leaves of absence.

You have the right to inspect certain documents in your personnel file and/or payroll records, as provided by law, in the presence of a company representative at a mutually convenient time. No copies of documents in your file may be made, with the exception of documents that you have previously signed. You may add your comments to any disputed item in the file. The Company will restrict disclosure of your personnel file to authorized individuals within the Company. Any request for information contained in personnel files must be directed to Human Resources. Only

Human Resources is authorized to release information about current or former employees. Disclosure of personnel information to outside sources will be limited. However, the Company will cooperate with requests from authorized law enforcement or local, state, or federal agencies conducting official investigations and as otherwise legally required. Current and Past employees requesting copies will be charged .15 cents per copy after the first 5 initial copies.

Employee References

Requests for references must be directed to Human Resources. No other manager, supervisor, or employee is authorized to release references for current or former employees. By policy, the Company discloses only the information permissible under the California state guidelines.

Immigration Law Compliance

In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility. Former employees who are rehired must also complete an I-9 form if they have not completed an I-9 form with the Company within the past three years, or if their previous I-9 form is no longer retained or valid. If you have questions or are seeking more information on immigration law issues, you are encouraged to contact Human Resources. You may raise questions or complaints about immigration law compliance without fear of reprisal.

III. HOURS OF WORK; WAGE & SALARY POLICIES

Hours of Work & Work Schedules

Because of the nature of our business, your work schedule may vary depending upon your job. Our normal workweek consists of forty hours, worked eight hours per day for five consecutive days. The definition of a workweek is Monday morning at midnight until Sunday night at midnight. The business is open between the hours of 8:00 a.m. and 6:00 p.m. (PST), Monday through Friday. The definition of a work day is the 24 hour period from midnight to midnight.

The Company reserves the right to set work schedules as deemed necessary to maintain quality customer service and efficient day-to-day operations. Work hours are set by each employee's manager or department head. This may require altering starting and ending times and/or the total hours you are scheduled to work to meet scheduling or other needs. Notice will be given as far in advance as possible.

- Lunch break - Lunch breaks should be arranged to be taken between the hours of 11:00 am and 1:30 pm and should be coordinated by each manager (but no later than the 5th hour of the work day). Non-exempt employees are required to take at least a ½ hour unpaid lunch break each day and must record their lunch break on their timesheet. All employees are expected to return to work promptly at the end of their lunch break.
- Rest period - Non-exempt employees are required to take a 10 minute rest period for every 4 hours worked. If you work six or more consecutive hours, you are entitled to two 10 minute rest breaks.

With the exception of lunch breaks and rest periods, you are expected to focus on your assigned area(s) of responsibility, continuing to work until the end of your assigned work schedule.

Exchanging work schedules with other employees is discouraged. However, if it is necessary to exchange schedules, you must notify your manager, who may authorize an exchange, if practical. Work schedule exchanges will not be approved for mere convenience, if the exchange will result in the disruption of or interference with normal operations, or will result in excessive overtime.

Paydays & Timesheets

All employees will be paid bi-weekly (26 pay periods per year) on Friday for the period which ended the previous Sunday. If a regular payday falls on a holiday, you will be paid on the preceding workday. If there is an error on your check, you should report it to the Payroll Administrator immediately.

All exempt and non-exempt employees are required to report their time worked by entering their time into the digital timeclock each day. You must punch in and out at lunch and back in after lunch. Overtime must be pre-approved in writing. All supervisors must submit their changes and approvals into the payroll department by Monday at 10:00 a.m. the Sunday before the customary payday. If you cannot punch in because you are teaching, you must submit your hours on a hard

copy timesheet to your supervisor within 24 hours of your class. Timesheets are the property of Fast Response.

All employees will be paid bi-weekly (26 pay periods per year) on Friday for the period which ended the previous Sunday. If a regular payday falls on a holiday, you will be paid on the preceding workday. If there is an error on your check, you should report it to the Payroll Administrator immediately.

All non-exempt employees are required to report their time worked by entering their time into the digital timeclock each day or manually record time worked on a pre-approved timesheet.

You are required to take a lunch (please see break and lunch requirements on page 7) and you must punch in and out at lunch and back in after lunch. If you miss a time punch or wish to correct your time worked, you must submit the correct hours and the reason for the missed / corrected punch to your manager in writing. All electronic and paper Timesheets are the property of Fast Response.

Overtime must be pre-approved in writing. All supervisors must submit their changes and approvals into the payroll department by Monday at 10:00 a.m. the Sunday before the customary payday. If you cannot punch in because you are teaching, you must submit your hours on a hard copy timesheet to your supervisor within 24 hours of your class.

If you planning to be out on vacation you should submit a Request for Time Off Form (found in the ‘public’ network folder) for the vacation period prior to leaving on vacation to your manager for approval. If you are absent due to illness you should submit a Payroll Action Form upon return to work to your manager for approval.

For non-exempt employees, timesheets must have signed approval from your manager prior to submission to Human Resources. Any overtime shown on the timesheet must be approved in writing, in advance. The timesheet is a legal record of the hours you are at work, and your paycheck is based on the time recorded on the timesheet. Every effort must be made to ensure it is complete, accurate and submitted on time.

Performance Reviews

The performance review is intended as a source of communication between you and your supervisor and to evaluate your performance, define goals, commend your strengths and point out areas for improvement and development. You will have an informal review by your manager at approximately the end of the 90-day introductory period. After that review, your performance evaluation will be conducted annually, on or around the anniversary date of your date of hire with the Company. The frequency and time of your performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems.

The performance review is based on your job description, which outlines your most important job duties, and the accomplishment of specific goals or projects. Your input and participation is vital in the planning process.

After the review, you will be required to sign the performance review to acknowledge that it has been presented to you, that you have discussed it with your manager, and that you are aware of its contents.

Pay increases are not a part of performance reviews. Positive performance reviews do not guarantee an increase in pay, promotion or continued employment. The completed Performance Review goes into your personnel file and may be considered in determining your training needs, eligibility for promotion, eligibility for transfer and continued employment.

Work Assignments & Job Descriptions

To ensure that our customers are provided the best possible service, work assignments are based on matching employee qualifications with customer and company needs. From time to time it may be necessary to reassign you to a different department, location, or job responsibility. Such assignments will be made at the discretion of your manager or department head.

When available, job descriptions may be used at Fast Response in several different ways. They are helpful in staffing, wage and salary administration, training and determination of work needs. They also help you and your manager communicate about job responsibilities. However, job descriptions are not fixed company policy; they are only guidelines and can normally be expected to change over time. The Company reserves the right, at any time, with or without notice, to alter or change your job responsibilities, reassign or transfer your job position, or assign additional responsibilities to you. Also, from time to time, you may be asked to perform duties and handle responsibilities that are not contained in your job description, to help on a special project, or assist with other work important to the operation of your department or the Company. Your cooperation and assistance in performing additional work is expected. If these additional duties and responsibilities become and remain a significant part of your assignment, your job description may be changed.

Compensation Administration & Pay Raises

We strive to compensate Fast Response employees in a manner that is competitive in our industry and community, recognizing individual effort and contribution to company success. Salary ranges may be maintained for various job classifications. These ranges may be reviewed and modified to reflect various factors including current job market conditions.

Promotions, Transfers & Job Postings

Fast Response wants to promote the most capable and experienced individuals, based on demonstrated ability, to assume greater responsibility within the Company. At the same time, we may need to recruit and hire outside Fast Response to attract the most qualified individual for a particular opening. Therefore, we may post current job openings, at the same time we notify outside recruiting sources. In every case, we will fill positions with the most qualified individuals, which will not always be the internal candidate.

Fast Response supports internal job transfers for its employees as part of their development and growth. For business stability, Fast Response employees are asked to remain in a position for a minimum of one year before seeking other opportunities. It can often take several months to learn a job and then begin to add extra value. It is felt that the employee should commit to the Company for that duration for business stability and maximized contribution. Any exceptions to this must be reviewed and approved by senior management.

Overtime for Non-Exempt Employees

Employees may be required to work overtime as necessary. The Company will attempt to distribute overtime evenly and accommodate individual schedules. **All overtime worked by non-exempt employees must be authorized in advance in writing by their manager.**

Where overtime is authorized:

- Non-exempt employees will be paid time-and-one-half for:
 - Hours worked in excess of 8 hours in one day up to and including the 12th hour worked in any workday;
 - All hours worked in excess of 40 per week;
 - The first 8 hours worked on the 7th consecutive day of the workweek.
- Non-exempt employees will receive double their regular rate of pay when:
 - Hours worked in excess of 12 per day;
 - Hours worked in excess of 8 on the 7th consecutive day of the workweek.

Only hours actually worked will be used to calculate overtime pay. Thus, holiday pay, vacation pay, etc., will not be used in calculating overtime.

Exempt employees are, by definition, exempt from state and federal overtime laws. Exempt employees may have to work hours beyond their normal schedules, as work demands require. No overtime compensation will be paid to exempt employees.

Makeup Time for Non-Exempt Employees

Fast Response may allow the use of makeup time when non-exempt employees need time off to tend to personal obligations beyond the time normally made available by Company policy.

Makeup time worked will not be paid at an overtime rate. Employees may take time off and then makeup the time later in the same workweek, or may work extra hours earlier in the workweek to makeup for the time that will be taken off later in the workweek. Makeup requests must be submitted in writing to the employee's manager with the employee's signature.

Requests will be considered for approval based on legitimate business needs of the Company at the time the request is submitted. A separate written request is required for each occasion the employee requests makeup time.

If the employees request time off that they will make up later in the week, they must submit their request at least 24 hours in advance of the desired time off. If they request to work makeup time first in order to take time off later in the week, they must submit their request at least 24 hours before working the makeup time. The employees' makeup time request must be approved in writing before they take the requested time off or work makeup time, whichever is first. All makeup time must be worked in the same workweek as the time taken off. The Company's seven-day workweek is Monday through Sunday. Employees may not work more than 11 hours in a day or 40 hours in a workweek as a result of making up time that was or would be lost due to a personal obligation.

If employees take time off and are unable to work the scheduled makeup time for any reason, the hours missed will normally be unpaid, unless they arrange with their manager to makeup another time during the same week. If employees work makeup time in advance of time they plan to take off, they must take that time off, even if they no longer need the time off for any reason. An employee's use of makeup time is completely voluntary.

Deductions for Exempt Employees

Employees paid on a "salaried basis" regularly receive a predetermined amount of compensation each pay period and are exempt employees. Subject to the exceptions listed below, a salaried exempt employee will receive his/her full salary for any workweek in which he/she performs any work, regardless of the number of days or hours worked. A salaried exempt employee may not be paid for any workweek in which he/she does not work, subject to Company benefits programs and policies.

No deductions from salary may be made for time when work is not available, provided the salaried exempt employee is ready, willing and able to work. Deductions from pay are permissible when a salaried exempt employee:

- Is absent from work for one or more full days for personal reasons other than sickness or disability;
- Is absent for one or more full days due to sickness or disability if the deduction is made in accordance with a bona fide plan, policy or practice of providing compensation for salary lost due to illness;
- Is absent for jury duty or military duty for a full week and performs no work during the week; or
- Works less than a full week during the initial or final week of employment.

It is Company policy to comply with these salary basis requirements. Therefore, Fast Response prohibits all Company managers from making any improper deductions from the salaries of exempt employees. The Company wants employees to be aware of this policy and know that the Company does not allow deductions that violate federal or state law.

If you believe that an improper deduction from your salary has been made, you should immediately report this information to your manager or to Human Resources.

Reports of improper deductions will be investigated promptly. If it is determined that an improper deduction has occurred, you will be promptly reimbursed for any improper deduction made.

Payroll Deductions & Direct Deposit

Your earnings and payroll deductions are shown on your paycheck. Deductions required or requested are as follows:

Required by Law

Federal Income Tax
State Income Tax
Social Security (FICA)
State Disability Insurance
Family Temporary Disability Insurance
Medicare
Vehicle Registration Collections

Authorized by Employee

Health Savings Account contributions
Health insurance premium
Paycheck Adjustments
401K disbursements
FSA contributions

You can adjust your federal and state income tax withholding by completing the proper federal (W-4) or state form (DE-4) and submitting it to Accounting. At the end of each calendar year, you will be supplied with your Wage and Tax Statement (W-2) form. This statement summarizes your income and deductions for the year. If you have any questions regarding these deductions, please contact HR. All employees are encouraged to use direct deposit and have their paychecks deposited into a checking account of an accredited participating bank.

Garnishments and Wage Attachments

A garnishment is a court order requiring an employer to remit part of an employee's wages to a third party to satisfy a just debt. A wage attachment for non-payment of federal or state taxes can require us to withhold your entire pay. Once Fast Response receives the legal papers ordering a garnishment, we are required by law to continue making deductions from your check until we have withheld the full amount or until we receive legal papers from the court to stop the garnishment. Even if you have already paid the debt, we still need the legal papers to stop the garnishment.

IV. STANDARDS OF CONDUCT

Every organization has certain guidelines that were developed to reflect good business practices. In establishing any rules of conduct, Fast Response has no intention of restricting personal rights. We wish to define the guidelines that protect the rights of all employees and ensure maximum understanding and cooperation. Therefore, employees are expected to be:

- On-time and alert when scheduled to be at work.
- Careful, conscientious in performance of duties.
- Thoughtful and considerate of others.
- Courteous and helpful to both clients and other employees.

Unlawful Harassment

Fast Response strives to provide all employees with an environment free of sexual or other unlawful harassment. Harassment against individuals on the basis of pregnancy, childbirth or related medical conditions, race, citizenship status, religion, color, creed, national origin, sex, sexual orientation, gender, age, ancestry, political activity, physical or mental disability, marital status, registered domestic partner status, veteran status, genetic characteristics or any other classification protected by applicable local, state or federal employment discrimination laws is illegal and a violation of company policy. Unlawful harassment of any type will not be tolerated at Fast Response. The company's anti-harassment policy applies to all persons involved in the operation of the company and prohibits unlawful harassment by any employee of the company, including managers, co-workers or by any client, vendor, independent contractors or any other person having contact with company employees. It also prohibits unlawful harassment based on the perception that anyone has any of those characteristics, or is associated with a person who has or is perceived as having any of those characteristics.

Prohibited unlawful harassment includes any conduct that has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment based on that individual's membership in a protected class. Prohibited unlawful harassment includes, but is not limited to, the following behavior:

- Verbal conduct such as epithets, derogatory jokes or comments, slurs or unwanted sexual advances, invitation, or comments;
- Visual displays such as derogatory and/or sexually-oriented posters, photography, cartoons, drawings, or gestures;
- Physical conduct including assault, unwanted touching, intentionally blocking normal movement or interfering with work because of sex, race, or any other protected basis;
- Threats and demands to submit to sexual requests as a condition of continued employment, or to avoid some other loss, and offers of employment benefits in return for sexual favors; and,
- Retaliation for reporting or threatening to report harassment.

Fast Response will take disciplinary action up to and including the immediate termination of any employee who violates this policy. If you feel that you have been harassed, or that you have witnessed harassment, you should immediately report such conduct either verbally or in writing to your manager, Human Resources or any other management-level employee with whom you feel comfortable. It would be best to communicate your complaint in writing, but this is not mandatory. Your complaint should include details of the incident or incidents, names of individuals involved, and names of any witnesses. Human Resources will investigate all complaints of harassment. The Company will immediately undertake a thorough and objective investigation of the harassment allegations.

If the Company determines that unlawful harassment has occurred, effective remedial action will be taken in accordance with the circumstances involved. Any employee determined by the Company to be responsible for unlawful harassment will be subject to appropriate disciplinary action, up to, and including termination. Human Resources will advise all parties concerned of the results of the investigation. The Company will not retaliate against you for filing a complaint and will not tolerate or permit retaliation by management, employees, or co-workers.

Fast Response encourages all employees to report any incidents of harassment forbidden by this policy immediately so that complaints can be quickly and fairly resolved. You should also be aware that the Federal Equal Employment Opportunity Commission and the California Department of Fair Employment and Housing investigate and prosecute complaints of prohibited harassment in employment. If you think you have been harassed or you have been retaliated against for resisting or complaining, you may file a complaint with the appropriate agency. The nearest agency is listed in the telephone book.

Please contact Human Resources if you have any questions about this policy or the subject of sexual or other harassment.

Attendance & Punctuality

Punctuality and regular attendance are essential to the proper operation of any business. Any tardiness or absence causes problems for your fellow employees and your manager. When you are absent, others must perform your assigned duties.

You are expected to report to work as scheduled, on time, and prepared to start work. You also are expected to remain at work for your entire work schedule, except for lunch or when required to leave on company authorized business. Late arrival, early departure, or other unanticipated and unapproved absences from scheduled hours are disruptive and must be avoided.

Excess absenteeism is defined as 5 days in any rolling six-month period. Excess tardiness is defined as 3 tardies within any rolling six-month period. You will be placed on a six month probation period if you have excessive absences or tardies. In this probation, if you are absent or tardy, you will be terminated.

If you are unable to report to work for any reason, if you will arrive late, or must leave early, you must notify your manager one hour before start time (in the absence of your manager, you must

notify HR by phone or by email. Texting or leaving a voicemail is not acceptable). Excessive absenteeism or tardiness will not be tolerated and may subject an employee to disciplinary action, up to and including termination.

We reserve the right to require a health care provider's release when an employee returns to work following an one day or more of an absence related to a medical condition or disability.

Absence Without Notice

For us to operate our business effectively, you are expected to work your scheduled hours. If you fail to notify us of your absence, after 1 day of an unscheduled absence, we will presume you have resigned, and you will be removed from the payroll.

If you experience an unplanned absence, to avoid an absence without notice, you must directly notify your supervisor or management via e-mail or by phone as soon as possible and no later than 30 minutes prior to your expected arrival time. (Voicemails left or text messages are not acceptable) If you are absent without notice, you will be placed on a six month probation for the first occurrence. If you are absent without notice during this probation period, you will be terminated.

Further, instructors must arrive to class on time or find a replacement if they are unable to teach a class. If you are unable to teach a class, you must first call the Program Coordinator and the Calendar Manager. Then, you must find a replacement instructor who is able to teach at the same or higher skill level. If an instructor does not show up for a class and does not call in to report the absence, the instructor may be subject to disciplinary action. If this situation occurs two times within a one-year period, the instructor will be subject to disciplinary action up to and including termination.

Dress Code / Personal Appearance of Employees

It is important for all employees to present a businesslike appearance. Therefore, it is the policy of Fast Response School of Health Care Education that each employee's dress, grooming, and personal hygiene should be appropriate to the work environment.

All Employees are required to follow these guidelines. Exceptions and additions for specific departments are listed below. Failure to comply may result in disciplinary action up to and including termination. Any questions or need for accommodation concerning grooming or attire should be directed to your manager or Human Resources.

- (1) Employees are expected to present a professional, businesslike image at all times.
What is not permitted: clothing that is sheer, or excessively tight, or exposing undergarments or midriff, or low-cut garments which expose cleavage or the buttocks.
- (2) Hygiene and Appearance:

- (a) Hair should be clean, combed, and neatly trimmed or arranged. Shaggy, unkempt hair is not permissible regardless of length; Chest hair should be visible only at the collar; men should keep their shirts buttoned up to the second from the top button.
 - (b) Sideburns, moustaches, and beards should be neatly trimmed;
 - (c) Tattoos and body piercings (other than earrings) should not be visible;
 - (d) In courtesy to those who suffer from allergies, please do not wear strong perfumes, colognes, or scented lotions to the office.
- (e) Underwear must not be visible.
- (2) At its discretion, the Company may allow employees to dress in a more casual fashion than is normally required. On these occasions, employees are still expected to present a neat appearance and are not permitted to wear ripped, faded, worn, torn or disheveled clothing, or athletic wear.
- (3) Any employee who does not meet the standards of this policy and if clothing is inappropriate , the company will be required to take corrective action, which may include a written warning and leaving the premises to change clothing. Nonexempt employees (those employees subject to the minimum wage and overtime requirements of the Fair Labor Standards Act) will not be compensated for any missed work time due to violation of the dress code.
- (4) Unless an employee has a medical condition or religious practice preventing compliance, which has been disclosed to their supervisor or Human Resources, every employee is expected to follow these guidelines.
- (5) **Administrative Staff:** Employees are expected to dress in a manner that is normally acceptable in similar business establishments. See-through or spandex clothing is never appropriate. Employees who have regular contact with the public must comply with the following personal appearance standards:
- (a) Pants, etc: Slacks that are similar to Dockers, wool pants or nice looking dress pants are acceptable. Casual dresses and skirts are acceptable. Inappropriate pants include jeans, sweatpants, exercise pants, leather, shorts, and overalls. Mini-skirts, skorts, sun dresses, beach dresses and spaghetti-strap dresses are inappropriate for the office. Dress and skirt length should be at a length at which you can sit comfortably in public; short, tight skirts should never be worn.
 - (b) Tops: Casual shirts, dress shirts, sweaters, tops, golf-type shirts, and turtlenecks are acceptable attire for work. Most suit jackets or sport jackets are also acceptable. Inappropriate attire includes tank tops, midriff or low-cut tops, shirts with potentially offensive material, halter-tops, sweatshirts, and t-shirts unless worn under an appropriate blouse, shirt, jacket, or dress.
 - (c) Shoes: Loafers, clogs, boots, flats, dress heels and leather -type shoes are appropriate. Wearing no stockings is acceptable in warm weather. Athletic shoes, thong-style flip-flops, slippers are not acceptable.

(d) Other: Employees should not wear novelty buttons, baseball hats or caps, or similar casual accessories that do not present a businesslike appearance.

(6) Faculty: All instructors must wear close-toed shoes at all times. Instructors may choose to adhere to either department or Administrative staff policies during meetings or while performing administrative duties.

(6a) Continuing Education / Allied Health Programs Instructors:

- (a) Upon hire, instructors will receive a Fast Response School of Health Care Education long –sleeved, black button down shirt. . The shirt must be clean, pressed and worn at all times while instructing. Additional shirts may be purchased by the instructor.
- (b) It is recommended that instructors wear khakis or dress pants. Skirts are acceptable so long as they are no shorter than 3" above the knees. Instructors are not allowed to wear jeans.

(6b) Phlebotomy Instructors:

- (a) Scrubs must be worn at all times while instructing. Additional scrubs may be purchased by the instructor. Additionally, instructors must wear a lab jacket while instructing in the clinical lab setting.

(6c) Emergency Medical Technician Instructors:

- (a) Upon hire, instructors will receive one Fast Response School of Health Care Education shirt. This shirt must be worn at all times while instructing. Additional shirts may be purchased by the instructor.
- (b) It is recommended that instructors wear khakis, dress pants or similar attire. Skirts and shorts are acceptable so long as they are no shorter than 2" above the knees. Instructors are not allowed to wear jeans.

(7) Medical Assistant Instructors:

- (a) Scrubs must be worn at all times while instructing. Additionally, instructors must wear a lab jacket while instructing in the clinical lab setting.

(8) Sterile Processing Instructors:

- (a) Scrubs must be worn at all times while instructing. Additionally, instructors must wear a lab jacket while instructing in the clinical lab setting.

(9) Employees who do not regularly meet the public should follow basic requirements of safety and comfort, but should still be as neat and businesslike as working conditions permit.

Driving While at Work

Employees who are required to drive a motor vehicle on company business are required to show proof of a current valid driving license and current effective insurance coverage before the first day of employment. The Company retains the right to transfer an employee to an alternate position, suspend an employee, or terminate an employee whose license is revoked or who fails to maintain personal automobile insurance coverage.

Employees who drive in the course of work are required to provide a yearly DMV Motor Vehicle Record printout and proof of auto insurance to management for review. You are responsible for maintaining a vehicle in good working order that is properly and regularly serviced and is in compliance with all state law concerning motor vehicles.

If your work requires that you drive your own vehicle, your own insurance carrier must cover you. If you drive a third party vehicle in the course of business, you should ensure that the owner of the vehicle provides adequate insurance coverage. Employees are responsible for costs associated with any moving violation citations, parking or other fines that may occur when operating their own vehicle for business.

Employees and their passengers must observe motor vehicle safety practices including the use of seat belts while driving on Company business.

Accidents must be reported to HR immediately, if possible, but no later than 24 hours after the accident. If you are involved in an accident while driving on company business, you must follow whatever local rules apply to reporting the accident. You must also immediately report the accident to your manager.

Prohibited Use of Company Cell Phone While Driving

In the interest of the safety of our employees and other drivers, Fast Response employees are prohibited from using cell phones while driving on company business and/or company time.

If your job requires that you keep your cell phone turned on while you are driving, you must use a hands-free device and safely pull off the road before conducting company business. Under no circumstances should employees place phone calls while operating a motor vehicle while driving on company business and/or company time.

General Standards of Conduct

Groups of people who are working together for any purpose require certain guidelines pertaining to their conduct and relationships. Accordingly, our employees must be aware of their responsibilities to Fast Response and to co-workers. We strive to take a constructive approach to disciplinary matters to reasonably ensure that action, which would interfere with operations or an employee's job, are not continued.

Although there is no way to identify every possible violation of standards of conduct, the following is a partial list of infractions that will result in corrective action up to and including termination:

- Falsifying employment application, timesheet, or personnel or other company documents or records.

- Completing or making an entry on another's employee's timesheet.
- Unauthorized possession of company or employee property, gambling, carrying weapons or explosives, or violating criminal laws on company premises or while on company business.
- Fighting, throwing things, horseplay, practical jokes or other disorderly conduct which may endanger the well-being of any employee on company premises or on company business.
- Engaging in acts of dishonesty, fraud, theft or sabotage.
- Threatening, intimidating, coercing, using abusive or vulgar language, or interfering with the performance of other employees.
- Insubordination or refusal to comply with instructions or failure to perform reasonable duties that are assigned.
- Unauthorized use of company material, time, equipment or property.
- Damaging or destroying company property, or the property of any employee or customer, due to careless or willful acts.
- Conduct that reflects adversely on Fast Response.
- Performance that does not meet the requirements of the position.
- Engaging in such other practices as Fast Response determines may be inconsistent with the ordinary and reasonable rules of conduct necessary to the welfare of the business, its employees, or customers.
- Negligence in observing fire prevention and safety rules.
- Engaging in criminal conduct whether or not it is related to the job.
- Sleeping or malingering on the job.
- Removing documents, materials, supplies, equipment, or merchandise from the premises of the Company or customers without appropriate authorization.
- Harassing, including sexually harassing, employees or students.
- There may exist other circumstances in which Fast Response feels that corrective action is warranted.

Fast Response reserves the right to search employee personal areas such as desks and offices on company premises. The list above is intended to be representative of the types of activities that may result in disciplinary action. It is not intended to be comprehensive and does not alter the employment-at-will relationship between the employee and Fast Response. Additional standards of conduct are described in the sections below.

Off-Duty Use of Facilities & Company Property

Employees are prohibited from being on company premises outside of normal working hours or making use of company facilities, company property, or company equipment for personal use, unless given explicit permission to do so by management.

Cellular telephones, computers, desks, and other property belong to Fast Response and must be maintained according to company rules and regulations. They must be kept clean and are to be

used only for work-related purposes. Employees are responsible for the well being of equipment issued to them. Any malfunction or breakage must be reported to management immediately. The Company reserves the right to inspect all company property to insure compliance with its rules and regulations, without notice to the employee and/or in the employee's absence. Prior authorization must be obtained before any company property may be removed from the premises by any employee.

Violence and Other Inappropriate Behavior

Threatening or violent behavior in our workplace is a serious matter. Such conduct places the safety and health of our employees and customers in jeopardy, and will not be tolerated. Employees engaging in such activities will be subject to appropriate corrective action up to and including immediate termination of employment, and perhaps further legal action.

Violent or inappropriate behavior includes, but is not limited to:

- Threats of any kind;
- Threatening, physically aggressive or violent behavior, such as intimidation of, or attempts to instill fear in, others;
- Other behavior including belligerent speech, excessive arguing, or sabotage of company property;
- Defacing company property or causing physical damage to company facilities;
- Bringing weapons or firearms (including hunting rifles) of any kind onto company premises, in company parking lots, in personal or company vehicles, or while conducting company business; and/or,
- Using any object in a threatening or weapon-like manner.

In order to promote a safe and violence-free workplace, we reserve the right to inspect employee desks, offices, packages, and other objects brought onto company property that might conceal weapons. Any employee who does not consent to and fully cooperate with such inspections is subject to corrective action up to and including immediate termination of employment.

If you are threatened, or the victim of a violent act in the workplace, or if you observe behavior that is violent, or potentially violent (as described above), immediately report it to your manager. This includes threats or violent acts by co-workers, customers, visitors, or others who have come onto Fast Response premises as well as occurrences off-premises but during the Company's business/functions.

All reports of workplace violence will be taken seriously and will be investigated promptly and thoroughly. We will maintain confidentiality when possible (*i.e.*, release information only to those with a business need-to-know). We will not tolerate retaliation against any employee who reports workplace violence.

Unfortunately, sometimes non-employees may try to bring their personal disputes into our workplace. To protect your safety and the safety of your co-workers, please immediately report to your manager or Human Resources personal situations that may bring violence to our

workplace. Employees who report potential workplace violence from a domestic or personal dispute do not need to fear corrective action or retaliation by the Company.

Ethics

Fast Response has an excellent reputation for conducting its business activities with integrity, fairness and in accordance with the highest ethical standards. As an employee, you enjoy the benefits of that reputation and are obligated to uphold it in every business activity. Employees are expected to use common sense and good judgment in the way they conduct themselves when on duty or representing Fast Response. Honesty, respect and care in dealings with others on the job in performing your duties, and in dealings with customers, vendors, and visitors should be standard benchmarks of your behavior. It is important to avoid even the appearance of unethical behavior in all business relationships.

If you are ever in doubt whether an activity meets our ethical standards or compromises Fast Response's reputation, please discuss it with your manager, Tom or Cathlin.

Engaging in unethical conduct may result in corrective action up to and including termination of employment. "Unethical conduct" includes but is not limited to:

- Engaging in business conduct that is damaging to our reputation;
- Disclosing or misusing confidential or proprietary information belonging to Fast Response or our customers;
- Promising or giving something of value to anyone doing or seeking to do business with us in order to influence them in matters relating to us;
- Accepting gifts, entertainment, services, or other benefits where the purpose is to unduly influence our business decisions;
- Selecting vendors based on non-business reasons, such as personal or former non-business relationships;
- Directing business to a relative, friend, or company in which you or one of your family members has a direct or indirect financial or personal interest;
- Representing or discussing company affairs with the media without proper authorization;
- Undermining business decisions;
- Using company confidential information, facilities and supplies, and/or merchandise for personal gain.

Substance Abuse

Fast Response is concerned about the use of alcohol, illegal drugs or controlled substances as it affects the workplace. Use of these substances, whether on or off the job, can detract from an employee's work performance, efficiency, safety, and health, and therefore seriously impair the employee's value to the Company. In addition, the use or possession of these substances on the job constitutes a potential danger to the welfare and safety of the other employees and exposes the Company to the risks of property loss or damage, or injury to other persons. Therefore, the

use, possession, transfer, sale, purchase or being under the influence of any illegal or unauthorized drug or other intoxicant (including alcohol) while on Fast Response premises, during work hours and/or when performing any company business, including when driving his/her own vehicle or driving a leased vehicle while on company business, is absolutely prohibited. The only exception to this policy is when:

- Prescription medication has been prescribed by a licensed physician and is used strictly in accordance with the prescription instructions; or
- Moderate consumption of alcohol that may be consumed as part of an authorized company social event.

Off-duty substance use or abuse, and the use or misuse of prescription or over-the-counter drugs, are also prohibited to the extent that such use or misuse adversely affects the employee's ability to perform his or her job.

Violation of the Substance Abuse policy may result in disciplinary action up to and including immediate termination of employment. Mandatory participation in and satisfactory completion of an inpatient or outpatient drug or alcohol abuse assistance or rehabilitation program may become a condition of continued employment upon violation of this policy.

Employees are expected to cooperate in the Company's investigation of possible violations of this substance abuse policy. As part of this cooperation, employees must report to their supervisor or Human Resources, or other management personnel, any known or suspected violations of this policy. Moreover, in order to ensure compliance with this policy, Fast Response reserves the right to question any person entering or leaving the work premises, and reserves the right to inspect any desks, offices, or packages a person may be carrying. An employee's refusal to consent to such an inspection or to otherwise cooperate in an investigation conducted under this policy is grounds for disciplinary action, up to and including immediate termination.

Fast Response strongly encourages any employee who suspects he/she may have a problem with alcohol or drugs to seek professional help. If an employee with a substance abuse problem comes forward to seek help before the Company discovers a violation of this policy, the employee will not be disciplined and will be assisted in obtaining treatment. However, once a violation of this policy is discovered, the employee will be subject to disciplinary action, regardless of whether treatment is sought or obtained.

Fast Response complies with the Federal Drug-Free Workplace Act. Any employee convicted of violating a criminal drug statute must notify Human Resources of the conviction within five days. Human Resources, in compliance with Federal law, will notify all Federal sponsoring agencies within ten days after receiving such a notice of a conviction. Failure to report the conviction may result in disciplinary action, up to and including termination of employment. If an employee becomes aware that another employee has been convicted of a drug violation, he or she must immediately report it to Human Resources.

Smoking in the Workplace

Fast Response has a responsibility to provide and maintain a healthy and clean working environment for all employees. Therefore, the Company will not allow any smoking in the office at any time. Your cooperation is requested, because this policy must be rigidly enforced to comply with the Company and the State of California health and safety requirements and to maintain proper insurance for our building. Visitors to any of our office areas are also expected to observe the non-smoking designations.

Smoking will be allowed only outdoors. The City of Berkeley ordinance states that there may not be any smoking within 20 feet of a doorway or air vent.

Proprietary Information & Confidentiality

In the course of your employment with Fast Response, you may have access to confidential information regarding the Company, its business strategy, its future plans, its suppliers, its customers, fellow employees, programs, curricula, products, processes, procedures, materials or other information that we consider proprietary and /or confidential. Maintaining the confidentiality of this information is critical to our competitive position in the industry and, ultimately, to our ability to achieve financial success and stability. You must protect this information by safeguarding it at all times, using it only for the business of the Company and disclosing it only when authorized to do so in connection with your employment and to those who have a legitimate business need to know about it. As a condition of employment with Fast Response, all employees must sign its standard confidentiality agreement. Any breach of this policy will not be tolerated and the Company may take legal action.

Intellectual Property

From time to time, Fast Response employees may create certain intellectual properties such as professional articles and inventions. Where such intellectual properties are created during Fast Response time and/or within the course and scope of Fast Response employment, then such intellectual properties are considered to belong to Fast Response. Accordingly, employees must indicate their acknowledgement of this policy by signing our Confidential Agreement Regarding Creative Works & Inventions.

Security/Loss Prevention

Fast Response has installed and maintains a security system to protect the premises from fire, unlawful entry and theft. The details of this system are available from your supervisor.

Employees are encouraged to assist management in ensuring that the system is not compromised in any way, shape or form. Tampering with the system will result in immediate termination. Providing unauthorized access to Fast Response or to its security codes and/or keys is strictly prohibited.

Additionally, respect and protection of company property and employee personal property is everyone's concern. Fast Response cannot be responsible for personal belongings while on Fast Response property. Employees are urged to take all necessary steps to safeguard their own property. If you find property that is missing or damaged, please report it immediately to your supervisor.

Outside Employment/Conflict of Interest

While employed, you are expected to devote your energy to your job with Fast Response.

The following types of additional employment are prohibited:

- Additional employment that conflicts with your work schedule, duties, and responsibilities at our Company;
- Additional employment that creates a conflict of interest or is incompatible with your position with the Company;
- Additional employment that impairs or has detrimental effect on your work performance with the Company; and/or,
- Additional employment that requires you to conduct work or related activities on company property during the employer's working hours or using the company facilities and/or equipment.

Employees who wish to engage in additional employment that may create a real or apparent conflict of interest must submit a written request explaining the details of the additional employment. If the additional employment is authorized, Fast Response assumes no responsibility for it. The Company shall not provide workers' compensation coverage or any other benefit for injuries occurring from or arising out of additional employment. Authorization to engage in additional employment can be revoked at any time.

Additionally, you should avoid entering into transactions where it may appear that you are improperly benefiting from your employment with Fast Response. This includes the use of your relationship with the Company for personal profit or advantage, either directly or indirectly. Situations that may involve a conflict of interest between personal interests and the interests of the Company must be discussed with your manager to protect your interests and the interests of the Company. Written approval must be obtained from Tom or Cathlin. Some examples of possible conflicts of interest would be:

- A job whose activities present an advantage to a Fast Response competitor;
- Having a financial interest in a company which is a competitor of, or a supplier to, Fast Response;
- Providing managerial, consulting or other services to a competitor of Fast Response;
- Accepting gifts or other substantial favors from any outside concern which is seeking to do business with Fast Response; or
- Soliciting business for a competitor; disclosing confidential information for personal advantage.

Personal Telephone Calls, Web Surfing, and Voice Mail Use

Use of personal cell phones during work hours is not permitted except in the case of an emergency. Generally personal cell phones should be turned off or on silent, and kept in a drawer or off the premises. Personal cell phones should not be used at your desk unless it is for a company purpose, i.e. contacting a staff member off-site. In general, personal cell phones may not be used when you are on the clock and at your workstation.

Fast Response telephones are to be used for business purposes in serving the interests of our customers and in the course of normal company operations. All calls should be answered promptly and courteously. On occasion, personal calls may be necessary, but we ask your cooperation in limiting them to emergencies or essential business and in keeping them brief (two to three minutes). No long distance calls are permitted unless prior permission to make such a call is received from a manager, and the necessity is apparent, e.g., an emergency.

Personal telephone call privileges are subject to change or termination at any time. For instance, if company telephone lines become overloaded with calls or an employee is found spending more than just limited time on personal calls, this privilege will be revoked either generally or specifically depending upon the circumstances.

Fast Response has invested in our voice mail system for efficiency and to better serve our customers. From time to time, especially when you are on vacation, business trips and Leaves of Absence (LOA), your manager or another employee may listen to your voice mail messages to better serve our customers and other business needs. You should not expect messages left on your voice mail to be private.

Fast Response reserves the right to monitor and/or record all incoming and outgoing calls for training and quality assurance purposes.

All Fast Response employees must limit access to the internet while on the clock, to work-related and management approved sites and projects. It is a violation of company policy to surf the internet during a work shift. If an employee is found to be using the internet or text messaging during a work shift, disciplinary action up to and including termination may result.

Children & Other Visitors/Equipment Use

While Fast Response recognizes the occasional need for personal visitors, please keep visitors to your work area to a minimum and limit their visits to short duration. In all cases, you are responsible for your visitor's actions, behavior and whereabouts.

Due to the added liability, non-covered persons, children, relatives and other visitors will not have access to Fast Response medical and training equipment without the advance written permission of a Fast Response manager or supervisor.

Children of employees are not allowed to accompany the employee to work. However, where required by law, Fast Response will make all reasonable efforts to accommodate employee needs to take time off to care for their children.

Electronic Media

Fast Response uses various forms of electronic communication including, but not limited to; computers, e-mail, telephones, Internet, and cell phones. All electronic communications, including all software, databases, hardware, and digital files, remain the sole property of the Company and are to be used only for Company business and not for any personal use.

The company treats all messages sent, received or stored in any of the electronic communication devices as business messages. The company reserves the right to access and review, copy or delete electronic files, voice mail messages, etc., for any purpose and to disclose them to any party (inside or outside the Company) it deems appropriate. The company further reserves the right to monitor and/or record the use of electronic communications as is necessary to ensure that there is no misuse or violation of Company policy. Use of any of the Company's electronic communications devices in violation of this policy may lead to discipline up to and including immediate termination.

Electronic communication and media may not be used in any manner that would be discriminatory, harassing, or obscene, or for any other purpose that is illegal, against Company policy, or not in the best interest of the Company.

Employees who misuse electronic communications and engage in defamation, copyright or trademark infringement, misappropriation of trade secrets, discrimination, harassment, or related actions will be subject to discipline and/or immediate termination.

- All electronic information created by any employee using any means of electronic communication is the property of Fast Response and remains the property of the Company. Personal passwords may be used for purposes of security, but the use of a personal password does not affect the Company's ownership of the electronic information. Fast Response will override all personal passwords if necessary for any reason.
- Employees are not permitted to access the electronic communications of other employees or third parties unless directed to do so by Company management.
- Employees shall not transfer or store personal data onto company client computers, servers, or backup disks/tapes. This includes personal music (mp3s, etc), videos (mpg, avi, etc) or documents.
- No employee may install or use anonymous e-mail transmission programs or encryption of e-mail communications, except as specifically authorized by the owners.

- “Social Networking” websites such as Facebook, Twitter, MySpace, LinkedIn, etc are specifically prohibited from access by employees for additional company security.
- Employees who use devices on which information may be received and/or stored, including but not limited to cell phones, cordless phones, portable computers, fax machines, and voice mail communications are required to use these methods in strict compliance with the trade secrets and confidential communication policy established by the Company. These communications tools should not be used for communicating confidential or sensitive information or any trade secrets.

Access to the Internet, websites, and other types of Company-paid computer access are to be used for Company-related business only.

- Any information about Fast Response, its products or services, or other types of information that will appear in the electronic media about the Company must be approved by the owners before the information is placed on an electronic information resource that is accessible to others.
- Questions about access to electronic communications or issues relating to security should be addressed to the owners.

Proprietary Software

We recognize the following principles as the basis of preventing infringement within our organization:

- We will neither permit nor tolerate the making or use of unauthorized software copies within our organization.
- We will provide sufficient quantities of legitimately acquired software to meet our software requirements.
- We will comply with all licensing terms and conditions regulating the use of software that we acquire.
- We will enforce strong controls within our organization to prevent the making or using of unauthorized software, including audits of all computer systems. Unauthorized software will be removed immediately. Disciplinary action will be taken against all persons found to be in violation of this Proprietary Software policy.
- Employees may not install personal software on Company computer systems.

Software not purchased by Fast Response must be approved prior to being used on any company equipment.

Solicitations & Distributions

Solicitation and distribution of literature in the workplace can be disruptive and interfere with work. To avoid disruption to and interference with Fast Response School of Health Care

Education's operations, the following rules regarding solicitation and distribution of literature have been established and will be strictly enforced:

1. Non-employees may not solicit or distribute non-work related literature on Fast Response's premises at any time for any purpose.
2. Employees may not solicit or distribute non-work related literature during working time for any purpose. (Working time does not include lunch periods, work breaks, or any other periods in which employees are not on duty.)
3. Employees may not distribute non-work related literature at any time in working areas.
4. Employees may not use Company equipment or systems, including but not limited to computers, e-mail, telephones, voice-mail, copiers, scanners, and fax machines to prepare, send, or receive solicitation or non-work related literature.
5. Employees may not post any non-work related literature, articles, pamphlets, or solicitations on desktops, or company bulletin boards without prior express approval of management.
6. Employees may put literature (which has had prior approval) in the break area in the warehouse.

Violation of this policy may result in disciplinary action, up to and including termination.

Personal Relationships in the Workplace or Fraternization

The employment of relatives or individuals involved in a dating relationship in the same area of an organization may cause serious conflicts and problems with favoritism and employee morale. In addition to claims of partiality in treatment at work, personal conflicts from outside the work environment can be carried over into day-to-day working relationships.

For purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee or student is similar to that of persons who are related by blood or marriage. A dating relationship is defined as a relationship that may be reasonably expected to lead to the formation of a consensual "romantic" or sexual relationship. This policy applies to all employees without regard to the gender or sexual orientation of the individuals involved.

A manager or supervisor or instructor who becomes romantically involved with someone he/she supervises or teaches or with someone whose terms and conditions of employment or academic outcome he/she has the ability to influence, exposes himself/herself and the Company to charges of favoritism, improper use of authority, and possibly sexual harassment. Even when there is no inappropriate conduct involved, management fraternization with a subordinate employee or student may appear to others to involve improper use of authority.

In order to avoid the dangers of management fraternization with a subordinate employee, and to help prevent even the appearance of improper conduct, it is the Company's policy that managers, supervisors, instructors or any other employee who has the authority to directly or indirectly affect the terms and conditions of another's employment or academic outcome shall not fraternize with that employee. The fraternization prohibited by this policy includes dating, romantic involvement, sexual relations, or the exchange of affections. The Company does not intend this fraternization policy to otherwise discourage friendship or social activities among Company employees.

This Policy applies to all Company employees. Should a personal relationship prohibited by this policy be contemplated, the supervisor, manager or instructor involved is required to notify his or her manager immediately. Where a personal relationship prohibited by this policy exists, the Company shall take whatever action it believes is necessary to remove the parties from any continued supervisory lines of authority between them. The Company recognizes that the question of whether a relationship constitutes fraternization or simply a social relationship is a very personal issue. However, because of the potential for inappropriate conduct, you are encouraged to bring any questions you may have regarding fraternization to the attention of your Supervisor, Department Manager or to the Human Resources Director. This fraternization policy in no way constitutes a contract of employment and does not alter, modify, or otherwise change the employees' at-will employment relationship with the Company

If a relative relationship or dating relationship is established after employment between employees who are in a reporting situation described above, it is the responsibility and obligation of the supervisor involved in the relationship to disclose the existence of the relationship to management and management will decide who is to be transferred or, if necessary, terminated from employment.

In other cases where a conflict or the potential for conflict arises because of the relationship between employees, even if there is no line of authority or reporting involved, the employees may be separated by reassignment or terminated from employment.

Progressive Discipline & Corrective Action

Violations of our standards of conduct may result in one of the following forms of progressive discipline: counseling or verbal warning, written warning (the written warning should include the performance problem, our expectations, a time frame for improvement, and the consequences if there is no improvement), suspension, or discharge. The system is not formal and Fast Response may, in its sole discretion, utilize whatever form of discipline is deemed appropriate under the circumstances, up to, and including, termination of employment. In arriving at a decision for proper action, the following will be considered: the seriousness of the infraction, the past record of the employee, and the circumstances surrounding the situation. The company's policy of corrective actions in no way limits or alters the at-will employment relationship.

V. EMPLOYEE COMMUNICATIONS

Complaint Procedure

Under normal conditions, if you have a job-related problem, question or complaint, you should discuss it with your manager. The simplest, quickest and most satisfactory solution will often be reached at this level.

If the discussion with your manager does not answer your question or resolve the matter to your satisfaction, you may then present your complaint, orally or in writing, to the next higher level of management. If the matter is still not resolved satisfactorily, you may present your complaint in writing to Tom Peck or Cathlin Torrence who will render a final decision on the matter after appropriate investigation.

When the issue personally involves the manager with whom you would ordinarily discuss a problem, you may bypass that individual and proceed to the next person in authority without fear of reprisal. At any time, you may seek the advice and guidance of Human Resources. Difficulties in using this complaint procedure should be brought to the attention of Human Resources.

Open Door Communication

Fast Response employees are encouraged to share their concerns, seek information, provide input and resolve problems/issues through their immediate manager; and, as appropriate, consult with any member of management toward those ends.

In order to maintain an atmosphere where these goals can be accomplished, we strive to provide a workplace that is comfortable and progressive. Most importantly, we have a workplace where communications are open and problems can be discussed and resolved in a mutually respectful atmosphere taking into account individual circumstances and the individual employee. We firmly believe that by our communicating with each other directly, we can continue to resolve any difficulties that may arise.

Your suggestions and comments on any subject are important to us, so we encourage you to take every opportunity to discuss them with us. We are always interested in your constructive ideas and suggestions for improving our business. Your job will not be adversely affected in any way because you use the open door procedure.

If, for any reason, you feel this philosophy is not occurring in your work group, please feel free to discuss this with your manager, Tom or Cathlin.

Managers are expected to listen to employee concerns, to encourage their input, and to seek resolution of their problems or issues.

Suggestions

We encourage you to tell us about any suggestions or ideas that you feel would benefit Fast Response. We are always looking for ways that improve methods, procedures and working conditions; reduce costs or errors and benefit Fast Response, its employees and its patients.

For your convenience, a form entitled "Fast Response Bright Idea/ Problem Form" is available if you choose to provide written suggestions, which may be submitted anonymously. The forms are available in the office and at other sites frequented by employees.

Bulletin Board, Memos, Emails, Policies and Procedures

Fast Response uses bulletin boards, memos and emails to communicate important company information such as safety rules and management memos. It is expected that Fast Response employees keep current with new and changing policies and procedures as well as acknowledge new entries each month.

Client and Vendor Relations

Fast Response's reputation has been built on high quality products and excellent service. Maintaining this reputation requires the active participation of every employee.

The opinions and attitudes that clients, vendors, government officials or customers have toward our Company may be determined for a long period of time by the actions of one employee. It is sometimes easy to take a client for granted, but when we do, we run the risk of losing not only that client, but his or her associates, friends and family who may also be clients, prospective clients or contacts.

Each employee must be sensitive to the importance of providing courteous treatment in all working relationships.

VI. EMPLOYEE BENEFITS & SERVICES

Fast Response recognizes that employees need financial protection in the event of illness or injuries that result in medical expense and loss of income. Providing adequate, cost-effective medical insurance protection is a concern of the Company.

The Company also provides insurance programs as mandated by state and federal regulations for all employees. From time to time, benefits may be added or deleted from the benefits package. The Company reserves the right to make such changes, as well as to change insurance carriers, coverage, eligibility requirements, and/or payment of premiums on behalf of employees at our discretion as deemed appropriate by the Company.

Our group health insurance plans may be continued if an employee leaves Fast Response under circumstances described by federal law. The employee will receive a detailed explanation of this privilege upon termination. The existence of these employee benefits and plans, in and of themselves, does not signify that an employee will be employed for the requisite time necessary to qualify for these benefits and plans.

This section is simply a summary of available benefits. The Plan Documents control the participation and eligibility for benefits.

Medical Insurance Benefits

Fast Response provides group insurance for employees working a regular schedule of 32 hours per week or more through Northern California Kaiser Permanente. To assist full-time employees (40 hours per week) with the cost of insurance, the Company pays a flat rate contribution towards either a Kaiser premium or an Health Savings Account .

Coverage begins on the first day of the month following your introductory period of 90 days. For managers, coverage will begin on the first day of the month following a 30 day waiting period. In the event of an increase in medical insurance premium rates, you may be required to contribute to the cost of increased premiums to retain coverage.

If you do not complete and submit your medical insurance forms within 20 days of your eligibility date, you will not be eligible for coverage until the next open enrollment period. You will be provided with a Summary Plan Description for each benefit plan. Please see Human Resources if you have any questions about the Company's insurance plans.

Social Security Insurance (FICA)

During your employment, you and the Company both contribute funds to the Federal government to support the Social Security Program. This program is intended to provide you with retirement benefit payments and medical coverage once you reach retirement age.

Unemployment Insurance

The Company pays a state and federal tax to provide employees with unemployment insurance coverage in the event they become unemployed through no fault of their own or due to circumstances described in law. This insurance is administered by applicable state agencies, which determine eligibility for benefits, the amount of benefits (if any), and duration of benefits.

State Disability Insurance

These state sponsored programs provide for temporary disability benefits for employees unable to work because of disability due to a non-occupational accident or illness. These programs are financed through deductions from each employee's taxable earnings and through employer

contributions as established by law in each particular state. Benefits are not automatic. Employees must complete the required form to receive benefits; forms are available from Human Resources.

Paid Family Leave Program (Family Temporary Disability Insurance)

Within the state disability insurance program, a family temporary disability insurance program has been established which is called the paid family leave program. The paid family leave program provides up to 6 weeks of wage replacement benefits to workers (within a 12-month period) who take time off work to care for a seriously ill child, spouse, parent, domestic partner, or to bond with a minor child within one year of the birth or placement of the child in connection with foster care or adoption.

COBRA

Under the provisions of the Consolidated Omnibus Budget Reconciliation Act (COBRA) of 1986, you are entitled to continue your existing coverage under the Company's health insurance plans in the event that your employment with Fast Response ends. Under COBRA, the Company must offer each qualified beneficiary (the employee and any covered dependents) who would otherwise lose coverage under the plan as a result of a qualifying event an opportunity to continue their insurance coverage. A qualifying event is defined as termination of employment, death of covered employee, divorce or legal separation; a dependent child ceases to be dependent, or an employer's bankruptcy. However, you are required to pay the applicable premiums plus a 2% administrative fee. Human Resources will communicate with you in writing regarding your COBRA rights and insurance premiums when you leave the Company.

Workers' Compensation

All states have Workers' Compensation laws whose purpose is to promote the general welfare of people by providing compensation for accidental injuries or death suffered in the course of employment. These laws are designed to provide protection to workers suffering occupational disabilities through accidents arising out of, and in the course of employment. Fast Response carries Workers' Compensation Insurance for all employees and pays the entire cost of the insurance program. An employee who suffers an injury or illness in connection with the job is usually eligible to receive payment through the insurance company for lost time. In addition to disability payments, necessary hospital, medical and surgical expenses are covered under Workers' Compensation, with payments being made directly to the hospital or physician. Workers' Compensation benefits to injured workers also includes assistance to help qualified injured employees return to suitable employment.

Specific benefits of Workers' Compensation Insurance are prescribed by law depending on the circumstances of each case. To be assured of maximum coverage, all work-related accidents, no matter how small, must be reported immediately to your manager and Human Resources. The injured employee must complete a written Employee's Claim Form (DWC Form1) and return it to HR. HR will file the claim and the matter will be processed and resolved according to law. Ill or injured employees must provide the Company with timely certification from a health care provider regarding the injury or illness.

Workers' Compensation payments, paid by the Company's insurance carrier, begin after the 3rd day of illness or injury or immediately if you are hospitalized. If your disability continues beyond 14 days, you will be compensated for the first 3 unpaid days by Workers' Compensation Insurance. Employees on Workers' Compensation disability leave will receive continued benefit coverage on the same basis as an employee taking another leave. Once an employee ceases to be covered by the company health plan he/she may continue coverage through COBRA.

When an employee is unable to work due to a work-related accident or illness, the employee can use accrued sick leave for the first 3 days before Workers' Compensation payments begin. Sick Leave can also be used to pay the difference between the Workers' Compensation payment to which the employee is entitled and his/her full pay, for as long as the accrued sick leave lasts.

Upon submission by the employee of a medical certification that he/she is able to return to work, the employee will be offered the same or similar position held at the time of leaving, unless the same or a similar position no longer exists or the position(s) have been filled in order to avoid undermining the company's ability to operate safely and efficiently, or the employee is not capable of performing the responsibilities of the position upon return. Failure to notify your manager of your return to work status or failing to return to work when released to do so will be considered a voluntary termination without notice.

If, after returning from a Workers' Compensation disability leave, an employee is unable to perform the essential functions of the job because of a physical or mental disability, the Company's obligations to the employee may include reasonable accommodation as governed by the American with Disabilities Act.

Fast Response provides medical treatment for work-related injuries through a medical provider network (MPN), Northern California Kaiser Permanente, which the Company has chosen to provide medical care to injured employees because of their experience in treating work-related injuries.

The Company or its insurer will not be liable for payment of Workers' Compensation benefits for any injury that arises out of an employee's voluntary participation in any off-duty recreational, social, or athletic activity that is not part of the employee's work-related duties.

Workers Compensation and FMLA/CFRA

Employees who are ill or injured as a result of a work-related incident, and who are eligible for family and medical leave under state and federal law which is the Family Medical Leave Act (FMLA) and the California Family Rights Act (CFRA), will be placed on FMLA/CFRA during the time they are disabled and not released to return to work. The leave under these laws runs concurrently, and eligible employees will be on FMLA/CFRA for a maximum of 12 weeks in a 12-month period.

VII. LEAVES OF ABSENCE AND TIME OFF

Holidays

Our Company has 9 paid holidays during the calendar year. Unless otherwise stated, those holidays are:

- New Year's Day
- Martin Luther King Jr. Day
- Presidents' Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Thanksgiving Friday
- Christmas Day

Beginning on their date of hire, full-time employees working 40 regularly scheduled hours per week, 52 weeks per year, are eligible for 8 hours of holiday pay for each holiday; Four-fifths employees working 32 to 39 regularly scheduled hours per week, 52 weeks per year, are eligible for 6 hours per holiday.

As-needed, part-time and temporary employees are not eligible for paid holidays.

Human Resources will publish a schedule each year stating the designated holidays. You must work your scheduled workday before and after the holiday in order to be paid for the holiday, unless you are on a paid absence (e.g. vacation) with prior written permission from your manager. You must have your time off approved one month in advance. Unless otherwise pre-arranged, in the event a designated paid holiday occurs on a Saturday, the preceding Friday will be observed as the holiday. If the designated paid holiday falls on a Sunday, the subsequent Monday will be observed as the holiday. If your scheduled day off falls on a company paid holiday, you will be paid for the holiday. Employees may not elect financial compensation in lieu of taking time off for a holiday.

Sick Leave

All full-time employees who work a regular schedule of 40 hours per week or more are granted 6 days of sick leave available on an annual basis, pro-rated accrual per pay period for personal or family illness related absences per year, beginning the first of the month following 90 days of continuous employment. Please notify your supervisor at least 2 hours prior to the start of your shift (preferably by phone) if you will be unable to work due to illness.

Up to two used sick days may be carried forward to the next calendar year.

A maximum of 8 days of sick leave may be accrued. An employee will cease accruing sick leave once the 8-day maximum has been reached. Employees will not be paid for unused Sick Days upon termination.

Sick time coordinates with the Attendance & Punctuality Policy. Employees may be required to present verification that they are fit to return to work after an absence of more than 3 consecutive working days.

You will be required to take accrued and unused sick leave before taking an unpaid leave, or having unpaid absences. Employees who are absent because of their own disability may be eligible for State Disability Insurance (SDI) benefits. SDI payments do not begin until after you have been absent from work for 7 calendar days. If you have accrued paid sick leave, sick leave will be used for the first 7 days before SFI payments begin. If you have no accrued sick leave, any accrued vacation will be used during this waiting period. SDI benefits do not replace all of your usual wages. Your SDI benefits will be supplemented with any accrued and unused sick leave. If you have no sick leave, or once you exhaust your sick leave, accrued and unused vacation will be used to supplement your SDI benefits.

If you are absent for a reason that qualifies you for Paid Family Leave (PFL) payments, and you have not yet accrued or have no vacation available, you are required to use any accrued and unused sick leave during the 7 day waiting period before PFL benefits begins. You must exhaust all paid sick leave before taking any unpaid absences. PFL benefits do not replace all of your usual wages. Your PFL benefits will be supplemented with any accrued and unused sick leave. If you have no sick leave, or once you exhaust your sick leave, accrued and unused vacation will be used to supplement your PFL benefits.

Paid sick leave is a benefit that also covers absences for work related illness or injury. Employees who have a work related illness or injury are covered by Workers' Compensation Insurance. However, Workers' Compensation benefits usually do not cover absences for medical treatment. When you report a work related injury or illness you will be sent for medical treatment, if treatment is necessary. You will be paid your regular wages for the time you spend seeking initial medical treatment. Any further medical treatment will be under the direction of the health care provider. Absences from work for follow-up treatment, physical therapy or other prescribed appointments will not be paid as time worked. If you have accrued and unused sick leave, the additional absences from work will be paid with the use of sick leave. If you do not have accrued, paid sick leave, or if you have used all of your sick leave, you may choose to substitute vacation for further absences related to your illness or injury.

Vacation Leave

Full-time employees who work a regular schedule of 40 hours per week or more are eligible for paid vacation leave. Vacation begins to accrue the first of the month following 90 days of employment.

<u>Length of Employment</u>	<u>Annual Accrual</u>
0-2 years (1 st 24 mos.)	5 Days
3-8 years	10 Days
9+ years	15 Days

- You may accumulate vacation up to a maximum of 150% of your Annual Accrual. Upon reaching an accumulated total of 150% of your Annual Accrual, you will cease to accrue vacation until your vacation balance is below 150% of your Annual Accrual.
- Please submit your vacation leave request to your manager, in writing, well in advance (at least 2 weeks prior to time off requested) for scheduling purposes. Your vacation request will be given utmost consideration but may be denied due to business needs or staff shortage.
- All vacation requests must be approved in writing by a manager.
- Employees who take any unpaid vacation or unpaid sick within a pay period will accrue vacation at a pro rated basis. You will only accrue vacation for hours that you were paid for.

If a Company paid holiday occurs during your vacation period, you will not be charged for that day as vacation time and will be paid for the holiday.

You are required to take accrued and unused vacation before taking unpaid leave, or having unpaid absences. If you are absent for a reason that qualifies you for Paid Family Leave (PFL) payments, you are required to first use any accrued and unused vacation, up to a maximum of two weeks in a 12-month period. If you do not have accrued vacation, you will be required to use accrued sick leave for the first 7 days before PFL payments begin. PFL benefits do not replace all of your usual wages. Your PFL benefits will be supplemented with any accrued and unused sick leave. If you have no sick leave, or once you exhaust your sick leave, accrued and unused vacation will be used to supplement your PFL benefits.

Employees who are absent because of their own disability may be eligible for State Disability Insurance (SDI) benefits. SDI payments do not begin until after you have been absent from work for 7 calendar days. If you have accrued sick leave, sick leave will be used for the first 7 days before SDI payments begin. If you do not have accrued sick leave, but do have accrued vacation, vacation will be substituted for the unpaid absence. SDI benefits do not replace all of your usual wages. Your SDI benefits will be supplemented with any accrued and unused sick leave. If you have no sick leave, or once you exhaust your sick leave, accrued and unused vacation will be used to supplement your SDI benefits.

Family & Medical Leave (FMLA & CFRA)

State and federal family and medical leave laws provide up to 12 workweeks of unpaid family/medical leave within a 12-month period, under the following conditions:

- The employee has more than 12 months of service;
- The employee has worked at least 1,250 hours during the previous 12-month period before the need for leave; and
- The employee is employed at a work site where there are 50 or more employees within a 75-mile radius.

Leave may be taken for one or more of the following reasons:

- The birth of the employee's child, or placement of a child with the employee for adoption or foster care;
- To care for the employee's spouse, registered domestic partner, child, or parent who has a serious health condition; or
- For a serious health condition that makes the employee unable to perform his or her job.

For purposes of calculating the 12-month period during which 12 weeks of leave may be taken, Fast Response uses a calendar year.

Under most circumstances, leave under federal and state law will run at the same time and the eligible employee will be entitled to a total of 12 weeks of family and medical leave in the designated 12-month period.

However, leave because of the employee's disability for pregnancy, childbirth or related medical condition is not counted as time used under **California law (the California Family Rights Act - CFRA)**. Time off because of pregnancy disability, childbirth or related medical condition does count as family and medical leave under **Federal law (the Family and Medical Leave Act - FMLA)** as well as under California's Pregnancy Disability Leave law. Employees who take time off for pregnancy disability and who are eligible for family and medical leave will also be placed on family and medical leave that runs at the same time as their pregnancy disability leave. Once the pregnant employee is no longer disabled, she may apply for leave under the CFRA, for purposes of baby bonding.

Any leave taken for the birth, adoption, or foster care placement of a child does not have to be taken in one continuous period of time. CFRA leave taken for the birth or placement of a child will be granted in minimum amounts of two weeks. However, Fast Response will grant a request for a CFRA leave (for birth/placement of a child) of less than two weeks' duration on any two occasions. Any leave taken must be concluded within one year of the birth or placement of the child with the employee.

The following procedures shall apply when an employee requests family leave:

Please contact Human Resources as soon as you realize the need for family/medical leave.

If the leave is based on the expected birth, placement for adoption or foster care, or planned medical treatment for a serious health condition of the employee or a family member, the employee must notify Fast Response at least 30 days before leave is to begin. The employee must consult with his or her supervisor regarding scheduling of any planned medical treatment or supervision in order to minimize disruption to the operations of Fast Response. Any such scheduling is subject to the approval of the health care provider of the employee or the health care provider of the employee's child, parent, or spouse.

If the employee cannot provide 30 days' notice, Fast Response must be informed as soon as is practical.

If the FMLA/CFRA request is made because of the employee's own serious health condition, Fast Response may require, at its expense, a second opinion from a health care provider that the Company chooses. The health care provider designated to give a second opinion will not be one who is employed on a regular basis by Fast Response.

If the second opinion differs from the first opinion, Fast Response may require, at its expense, the employee to obtain the opinion of a third health care provider designated or approved jointly by the employer and the employee. The opinion of the third health care provider shall be considered final and binding on the Company and the employee.

Fast Response requires the employee to provide certification within 15 days of any request for family and medical leave under state and federal law. The Company may require re-certification from the health care provider if additional leave is required.

If the leave is needed to care for a sick child, spouse, registered domestic partner, or parent, the employee must provide a certification from the health care provider stating:

- Date of commencement of the serious health condition;
- Probable duration of the condition;
- Estimated amount of time for care by the health care provider; and
- Confirmation that the serious health condition warrants the participation of the employee.

When both parents are employed by the Company any request simultaneous leave for the birth or placement for adoption or foster care of a child, the Company will not grant more than 12 workweeks total of family/medical leave for each employee.

If an employee cites his/her own serious health condition as a reason for leave, the employee must provide a certification from the health care provider stating:

- Date of commencement of the serious health condition;
- Probable duration of the condition; and

- Inability of the employee to work at all or perform any one or more of the essential functions of his/her position because of the serious health condition.

Fast Response will require certification by the employee's health care provider that the employee is fit to return to his or her job. Failure to provide certification by the health care provider of the employee's fitness to return to work will result in denial of reinstatement for the employee until the certificate is obtained. The Company reserves the right to require a physical examination by a physician chosen by the Company prior to the employee's resumption of duties.

An employee taking family medical leave will be allowed to continue participating in any health and welfare benefit plans in which he/she was enrolled before the first day of the leave (for a maximum of 12 workweeks) at the level and under the conditions of coverage as if the employee had continued in employment for the duration of such leave. Fast Response will continue to make the same premium contribution as if the employee had continued working. The continued participation in health benefits begins on the date leave first begins under FMLA (e.g., for pregnancy disability leaves) or under the FMLA/CFRA (e.g., for all other familycare and medical leaves. In some instances, the Company may recover from an employee premiums paid to maintain health coverage if the employee fails to return to work following family/medical leave.

Paid leave will be substituted for unpaid leave in the following circumstances:

- Accrued **sick time** must be used during FMLA/CFRA leave. Once accrued **sick time** is used up, the remainder of the FMLA/CFRA leave will be without pay
- Accrued **vacation** must be used for any FMLA/CFRA leave, except leave that is also pregnancy disability leave.

Under most circumstances, upon return from family/medical leave, an employee will be reinstated to his or her original job or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions. However, an employee has no greater right to reinstatement than if he or she had been continuously employed rather than on leave. For example, if an employee on family/medical leave would have been laid off had he or she not gone on leave, or if the employee's job is eliminated during the leave and no equivalent or comparable job is available, then the employee would not be entitled to reinstatement. In addition, an employee's use of family/medical leave will not result in the loss of any employment benefit that the employee earned before using family/medical leave.

Employees on family/medical leave who are not eligible for continued paid coverage may continue their group health insurance coverage through Fast Response in conjunction with the federal COBRA guidelines by making monthly payments to Fast Response for the account of the applicable premium. Payment is due on the same schedule as payments that are made under COBRA. Employees should contact HR for further information.

For employees who are disabled because of illness, injury, or pregnancy related disabilities (a different time frame applies to pregnancy– see below) for more than 12 weeks, the Company will make reasonable efforts to return them to the same or a similar job, subject to staffing and

business requirements. An employee's continued absence from work beyond his/her disability, as determined by his/her physician, will be deemed voluntary termination of employment.

For employees who are disabled because of illness, injury, or pregnancy related disabilities for more than four months, the Company will make reasonable efforts to return them to the same or a similar job, subject to staffing and business requirements. An employee's continued absence from work beyond his/her disability, as determined by his/her physician, will be deemed voluntary termination of employment.

Reinstatement after family/medical leave may be denied to certain salaried "key" employees under the following conditions:

- An employee requesting reinstatement was among the highest-paid 10 percent of salaried employees employed within 75 miles of the work site at which the employee worked at the time of the leave request;
- The refusal to reinstate is necessary because reinstatement would cause substantial and grievous economic injury to Fast Response's operations;
- The employee is notified of Fast Response's intent to refuse reinstatement at the time the Company determines the refusal is necessary; and
- If leave has already begun, Fast Response gives the employee a reasonable opportunity to return to work following the notice described previously.

Paid Time Off Accrual

Employees on Family and Medical Leave Act/California Family Rights Act leave will not continue to accrue "**sick time and vacation time**" during unpaid Family and Medical Leave Act/California Family Rights Act leave.

Intermittent Leave

Employees may take FMLA/CFRA leave intermittently (in blocks of time, or by reducing their normal weekly or daily work schedule) if the leave is for the serious health condition of the employee's child, parent, or spouse, registered domestic partner, or of the employee, and the reduced leave schedule is medically necessary as determined by the health care provider of the person with the serious health condition.

Carryover

Leave granted under any of the reasons provided by state and federal law will be counted as family/medical leave and will be considered as part of the 12-workweek entitlement in a 12-month period. The 12-month period is measured forward from the date any employee's first Family and Medical Leave Act leave begins. Successive 12-month periods commence on the date of an employee's first use of such leave after the preceding 12-month period has ended. No carryover of unused leave from one 12-month period to the next 12-month period is permitted.

For additional information about eligibility for family/medical leave, contact Human Resources.

Pregnancy Disability Leave

Pregnancy, childbirth, or related medical conditions will be treated like any other disability, and an employee on leave will be eligible for temporary disability benefits in the same amount and degree as any other employee on leave. For states other than California, HR will help the pregnant employee investigate what state mandated pregnancy disability coverage is available in the particular state.

Any California female employee planning to take pregnancy disability leave should advise HR as early as possible. The individual should make an appointment with HR to discuss the following conditions:

- Employees who need to take pregnancy disability must inform Fast Response when a leave is expected to begin and how long it will likely last. If the need for a leave or transfer is foreseeable, employees must provide notification at least 30 days before the pregnancy disability leave or transfer is to begin. Employees must consult with HR regarding the scheduling of any planned medical treatment or supervision in order to minimize disruption to the operations of Fast Response. Any such scheduling is subject to the approval of the employee's health care provider;
- If 30 days' advance notice is not possible, notice must be given as soon as practical;
- Upon the request of an employee and recommendation of the employee's physician, the employee's work assignment may be changed if necessary to protect the health and safety of the employee and her child;
- Requests for transfers of job duties will be reasonably accommodated if the job and security rights of others are not breached;
- Temporary transfers due to health considerations will be granted when possible. However, the transferred employee will receive the pay that accompanies the job, as is the case with any other temporary transfer due to temporary health reasons;
- Pregnancy leave usually begins when ordered by the employee's physician. The employee must provide Fast Response with a certification from a health care provider. The certification indicating disability should contain:
 - The date on which the employee became disabled due to pregnancy;
 - The probable duration of the period or periods of disability; and
 - A statement that, due to the disability, the employee is unable to perform one or more of the essential functions of her position without undue risk to herself, the successful completion of her pregnancy, or to other persons.
- Leave returns will be allowed only when the employee's physician sends a release;
- An employee will be required to use her accrued sick time and has the option of using her accrued vacation time during a pregnancy disability leave;

- The Company will continue to pay for health insurance for employees on pregnancy leave of absence up to two months. You are not eligible to receive holiday pay while out on pregnancy LOA. No sick hours or vacation hours are earned during a pregnancy LOA.
- Duration of the leave will be determined by the advice of the employee's physician, but California employees disabled by pregnancy may take up to four months. Part-time employees are entitled to leave on a pro rata basis. The four months of leave includes any period of time for actual disability caused by the employee's pregnancy, childbirth, or related medical condition. This includes leave for severe morning sickness and for prenatal care.

Leave does not need to be taken in one continuous period of time and may be taken intermittently, as needed. Leave may be taken in increments of one-half days or less if necessary.

Under most circumstances, upon submission of a medical certification that an employee is able to return to work from a pregnancy disability leave, an employee will be reinstated to her same position held at the time the leave began or to an equivalent position, if available. An employee returning from a pregnancy disability leave has no greater right to reinstatement than if the employee had been continuously employed.

All Other Unpaid Personal Time Off

Bereavement - In the event of a death in your immediate family, the Company grants up to 3 days unpaid, to handle family affairs and attend the funeral. Immediate family for this policy is defined as: spouse, child or stepchild, parents, legal guardian, grandparents, grandchild, brothers, sisters, spouse's parents, spouse's sisters or brothers, son- or daughter-in-law, or registered domestic partner. Bereavement pay will not be paid in addition to any other allowable pay for the same day, such as holiday pay. Your manager may approve additional unpaid time off.

Jury Duty – Fast Responses will grant you 5 days unpaid time off for mandatory jury duty or court appearances as a witness when you must serve or you are required to appear as a result of a court order or subpoena. A copy of the court order or subpoena must be supplied to your manager when requesting time off and you must notify your manager of the need for time off as soon as the notice or summons from court is received. Time off for court appearances as a party to any civil or criminal litigation will not be compensated, and you must arrange for time off without pay or use accrued vacation for such appearances. Exempt employees will be paid in accordance with FLSA compensation requirements.

On the next day following the date of receipt of a summons to serve on a jury or serve as a witness, you should present such summons to your manager. After the period of jury duty or service as a witness is completed, you must furnish the manager with written proof from the court of having served on a jury or served as a witness for the time claimed. You are to be on the job for any working time that you are not required to be in court. You may retain any mileage allowance or other fee paid by the court.

Time Off to Vote - Employees who lack sufficient time outside work hours to vote in local, state and national elections may take up to 2 hours off work with pay at the beginning or end of the day for this purpose. Employees requiring time off must notify their manager at least three days before voting day and must present a voters receipt to their manager on return to work from voting.

Unpaid Personal Time Off

Fast Response may grant you unpaid time off for important personal reasons, provided such time off does not materially affect the normal conduct of the business, service to the customer or operating costs. An employee should use accrued vacation time and/or sick leave if applicable before requesting unpaid personal time off. The employee may request unpaid personal time off from a few hours to five days. In considering a request for unpaid personal time off, the seriousness of the matter prompting the request will be considered by your manager. Such requests should be in response to serious personal needs rather than for occasional time off to rest or relax. Employees are expected to make every effort to schedule dealing with ordinary personal matters outside working hours.

Examples of matters that may initiate a request for unpaid personal time off include: extensive legal affairs, funeral of a friend or relative, doctor's appointment (self/child e.g.) religious holiday, literacy education, or to visit your child's school (see below).

- The Company may make reasonable accommodations for any employee who reveals a literacy problem and requests that the Company assist him/her in enrolling in an adult literacy program, unless undue hardship to the Company would result. The Company will also take reasonable steps to safeguard the privacy of any employee who identifies himself/herself as an individual with a literacy problem. Any employee who wishes to identify himself/herself as an individual with a literacy problem may contact HR. Further, individuals who are performing satisfactorily will not be subject to termination because they have disclosed literacy problems. While the Company generally encourages employees to improve their literacy skills, the Company will not reimburse employees for the costs incurred in attending a literacy program.
- In California, employees can take up to 40 hours each year to visit their child's, custodial child's or grandchild's school. For employees with more than one child, the 40 hours is total, not 40 hours per child. The time off for school activity participation cannot exceed eight hours in any calendar month or a total of 40 hours each school year. Also, if an employee who is the parent or legal guardian of a child facing suspension from school is summoned to school to discuss the matter, the employee should alert his/her manager as soon as possible before leaving work and is allowed that time off without pay. No discriminatory action will be taken against an employee who takes time off for this purpose.

Examples of causes not considered to be reasonable uses of unpaid personal time off include: chronic automobile trouble, non-emergency financial problems, visiting relatives, and seeking employment outside the Company.

Other Special Leaves

Leaves of absence without pay may be granted by law and/or at the Company's discretion to eligible employees to maintain continuity of service in instances where unusual or unavoidable circumstances require prolonged absence. No loss of service credit with the Company will occur as a result of the leave of absence, but no benefit credit will accrue towards sick time and vacation time during the duration of the leave. You will be required to use up all your accrued sick time and vacation time before going on an unpaid leave. Leaves of absence without pay are of the following types:

- **Military Service LOA**. For the duration of required service. Can continue benefits under a special military COBRA. For details on re-employment rights under the Federal Military Selective Service Act, contact Human Resources.
- **Military Reserve Training**. Up to two weeks per year.
- **Voluntary Civil Service Personnel**. No employee shall be disciplined for taking time off to perform emergency duty as a volunteer firefighter, peace officer, or emergency rescue personnel. You are also eligible for unpaid leave for required training. If you are an official volunteer firefighter, you should alert your manager that you may have to take time off for emergency duty. When taking time off for emergency duty, you must alert your manager before doing so, when possible.
- **Domestic Violence (Sexual Assault) LOA**. Employees who are victims of domestic violence and/or sexual assault are eligible for unpaid leave for up to 12 weeks. You may request leave if you are involved in a judicial action, such as obtaining a restraining order or appearing in court to obtain relief to ensure your health, safety or welfare, or that of your child. You must provide notice and certification of the need to take leave under this policy. Certification may be sufficiently provided by any of the following:
 1. A police report indicating that you were a victim of domestic violence;
 2. A court order protecting or separating you from the perpetrator of an act of domestic violence, or other evidence from the court or prosecuting attorney that you appeared in court; or
 3. Documentation from a medical professional, domestic violence advocate, health care provider, or counselor that you were undergoing treatment for physical or mental injuries or abuse resulting in victimization from an act of domestic violence.

Fast Response will, to the extent allowed by law, maintain the confidentiality of an employee requesting leave under this policy. The leave would include time for you to seek medical attention for injuries (including counseling), obtain service from a domestic violence shelter or rape crisis center, and/or take action to protect yourself from future domestic violence, including relocation and safety planning.

- **Victim of a Crime Leave of Absence.** Employees who are victims of a crime, or related to a victim of a crime, are eligible for unpaid leave in order to attend judicial proceedings related to the crime. (Related to employee is defined as immediate family member, which would include spouse, child, stepchild, brother, stepbrother, sister, stepsister, mother, stepmother, father, stepfather, a registered domestic partner, or the child of a registered domestic partner). The crime must be a violent felony, a serious felony, or a felony related to theft/embezzlement as defined by law.

The employee who has been a victim of a crime must give the employer a copy of the notice of each scheduled judicial proceeding that is provided to the victim by the agency responsible for providing the notice, unless advance notice is not feasible. When advance notice is not feasible or an unscheduled absence occurs, the employee must, within a reasonable time after the absence, provide the employer with documentation evidencing the judicial proceeding from any of the following:

1. The court or government agency setting the hearing;
2. The district attorney or prosecuting attorney's office;
3. The victim/witness office that is advocating on behalf of the victim.

The Company will, to the extent allowed by law, maintain the confidentiality of an employee requesting leave under this policy. .

Natural Disasters

Natural disasters including earthquakes, mudslides, floods, and fires are expected from time-to-time. Although driving may be difficult in some areas due to damaged freeways and streets, when caution is exercised, the roads are normally passable or alternate routes are available. Except in severe times, we are all expected to work regular scheduled hours. Unless otherwise specified by the Company, time taken off due to natural disasters is unpaid or you must use accrued sick time and vacation time.

VIII. EMPLOYEE SAFETY & HEALTH

Fast Response strives to provide safe working conditions for our employees. We observe the safety laws of the governments within whose jurisdictions we operate. No one will knowingly be required to work in any unsafe manner. Safety is every employee's responsibility, and all employees are expected to do everything reasonable and necessary to keep Fast Response a safe place to work.

The following summarizes key safety points of our Injury and Illness Prevention Program (IIPP). Every employee should know that:

- We place a high priority on employee safety and health.
- Creating and maintaining a safe and healthy work environment is **EVERYONE'S** responsibility.
- All employees are expected to adhere to established safety standards, and to actively participate in our safety program, including training programs.
- Employees who do not adhere to established safety standards will be subject to corrective action, including the possibility of termination.
- Good housekeeping is essential to maintain a safe and healthy work environment. Employees are expected to maintain a neat work area, properly discard all waste materials, and avoid creating hazards by properly storing materials and equipment.
- As part of our efforts to maintain a safe and healthy work environment, we will conduct work-site inspections on an as-needed basis, and at least semi-annually.
- Accidents and/or injuries, no matter how minor should be immediately reported to your manager in writing. All accidents and/or injuries will be investigated, and appropriate corrective action will be taken.
- Matters pertaining to occupational safety and health may be communicated to employees through memos, bulletin board notices and verbally in staff meetings.
- Employees are encouraged to report safety/health hazards either verbally, or in writing. Written suggestions/hazard reports should be forwarded to your manager. Employees may submit suggestions anonymously if they choose.
- Employees who report hazards and/or make suggestions will not be retaliated or discriminated against in any way. If an employee believes he or she has been retaliated or discriminated against, he or she should immediately discuss the situation with Human Resources.
- Material Safety Data Sheets (MSDS) are available from the safety manager. Employees should read the MSDS prior to using any hazardous substance.
- Safety instruction will be provided if an employee is assigned a new task, and if new substances, processes, procedures or equipment are introduced to our workplace.
- Refresher training on topics related to general safety will be conducted on an as-needed basis.
- In compliance with Proposition 65, the Company will inform employees of any known exposure to a chemical known to cause cancer or reproductive toxicity.

Employees may refer to Fast Response's Injury and Illness Prevention Plan (IIPP) for further information regarding the Company's safety program. Management will provide copies of the plan upon request.

Fires & Emergencies

IN CASE OF EMERGENCY, DIAL 911. The facility where you work has an emergency procedure to follow in the event of fire or disaster. Exits, fire extinguishers and first-aid kits are located throughout the facility. These emergency procedures are posted on the bulletin board. Exits and areas around fire extinguishers must be kept clear at all times. Misuse or abuse of safety equipment will be a disciplinary matter and may include immediate termination of employment

Accidents/Injuries Reporting

No matter how insignificant an on-the-job injury may seem when it occurs, notify your manager and HR immediately.

Return to Work

If you are on disability or medical disability LOA, you must return to work when your physician determines that you are able to resume normal duties. Similarly, you may not return to work unless and until your doctor has released you to return to work. We require your physician's release before reinstatement to the active payroll. If you wish to extend your leave beyond this point, you must apply for a personal LOA. A physician's release may also be required when returning to work from sick or other, short-term, medically related absences. Your manager or Human Resources can advise you of this requirement, which depends on case-by-case circumstances.

Ergonomics

The Company is subject to Cal/OSHA ergonomics standards for minimizing workplace repetitive motion injuries. The Company will make necessary adjustments to reduce exposure to ergonomic hazards through modifications to equipment and processes and employee training. The Company encourages safe and proper work procedures and requires all employees to follow safety instructions and guidelines. The Company believes that reduction of ergonomic risk is instrumental in maintaining an environment of personal safety and well being, and is essential to our business. We intend to provide appropriate resources to create an environment with minimal ergonomic hazards. If you have any questions about ergonomics, please contact Human Resources.

IX. EMPLOYEE SEPARATION

Termination

Employees of Fast Response are at-will which means that they are employed for no specified period, and their employment relationship can be terminated by the employee or the Company at any time, with or without cause or notice period. Some examples of the ways in which the employment relationship may end include the following:

A. Resignation

A resignation is any voluntary termination by the employee for any reason. While you are not required to give any notice, it is helpful if you provide at least two weeks' notice in writing so that an orderly transition can be made (4 weeks notice for a management position). The notice may be either by written letter or email. In addition, employees will be deemed to have resigned if they fail to advise the Company of their whereabouts for three (3) consecutive work days, or if they fail to return to work as scheduled at the conclusion of any authorized leave of absence.

B. Release Due to Reduction in Force/Job Elimination

Under certain economic circumstances, Fast Response may need to restructure or reduce its workforce. A layoff is the termination of one or more employees as the result of the elimination of one or more jobs as a result of adverse economic circumstances.

C. Discharge Due to:

- Unsuitability for Position**

A separation in which the employee is deemed by the Company not to be qualified or adapted for the type of work assigned and where no other assignment is reasonably available.

- Unsatisfactory Performance**

An employee's failure to perform his or her job in a satisfactory fashion may result in termination of the employee's employment.

- Violation of Standards of Conduct**

Violation of any standards of conduct may result in disciplinary action up to and including immediate termination.

Regardless of the reason for termination, all accrued and unused vacation will be paid to the terminated employee. All company owned property, including vehicles, keys, identification badges, and credit cards must be returned immediately upon termination of employment.

Employees who are involuntarily terminated will be paid at the time of their termination. Employees providing at least 72 hours notice of intent to resign will be given their final check on

their last day of work. Final checks for employees giving less than 72 hours notice will be available no later than 72 hours from the date they provided the notice.

X. MISCELLANEOUS POLICIES

Mileage/Driving Reimbursement

You will be reimbursed for company-related business travel at the current rate used by the IRS. When using your own vehicle for company purposes, you assume liability for your vehicle. All employees who desire to use their personal vehicles for company business must verify that they have a current driver's license and vehicle liability insurance. Please refer to the "Driving While at Work" section of this handbook for further information.

When teaching a class other than at the Fast Response Berkeley office, the following rules apply:

1. If you are transporting employees or equipment to and/or from a class, you will be paid for your miles from the Fast Response Berkeley office to the class and to the office.
2. If you are not transporting employees or equipment, you will be paid for all miles beyond 5, from the Fast Response Berkeley office to the class and back to the office.

You must record your mileage, date and location and attach the sheet to your timecard in order to request mileage reimbursement. Requests must be submitted in a timely manner.

For reimbursement of bridge tolls and parking, you must present receipts for bridge tolls and parking expenses. Please turn in these receipts with your mileage tracking form.

Designated Parking Lots for Off-Site Classes

Usually, Fast Response has designated parking lots for you to park for off-site classes. Please be familiar with these places and with the map that designates them. If you park in other than these pre-designated lots, you will be reimbursed only for the amount of the charge of the pre-arranged lot; please be sure to attach your receipt to your timesheet.

Training and Seminars

Employees may, with their manager's approval, be reimbursed for attendance at training courses related to immediate job-specific needs. This form of training is subject to the Company's annual budgeting allocation and will be awarded on a priority basis. If the Company requires an employee to attend a training course, then the Company will pay for the costs, including mileage. For reimbursement, you must obtain a pre-approved and signed Reimbursement Form prior to taking the class .



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Notice to Employees:



THIS EMPLOYER IS REGISTERED UNDER THE CALIFORNIA UNEMPLOYMENT INSURANCE CODE AND IS REPORTING WAGE CREDITS THAT ARE BEING ACCUMULATED FOR YOU TO BE USED AS A BASIS FOR:

UI

Unemployment Insurance

(funded entirely by employers' taxes)

When you are unemployed or working less than full-time and are ready, willing, and able to work, you may be eligible to receive Unemployment Insurance benefits. There are three ways to file a claim:

Internet

File on-line with eApply4UI—the fast, easy way to file a UI claim! Access eApply4UI at <https://eapply4ui.edd.ca.gov/>.

Telephone

File by contacting a customer service representative at one of the toll-free numbers listed below:

English 1-800-300-5616
Cantonese 1-800-547-3506
Mandarin 1-866-303-0706

Spanish 1-800-326-8937
Vietnamese 1-800-547-2058
TTY (non voice) 1-800-815-9387

Mail or Fax

File by mailing or faxing a UI Application (DE 1101I), by accessing the paper application on-line at www.edd.ca.gov. Print out the application, hand write your answers, and mail or fax it to EDD for processing.

Note: File promptly. If you delay in filing, you may lose benefits to which you would otherwise be entitled.

DI

Disability Insurance

(funded entirely by employees' contributions)

When you are unable to work or reduce your work hours because of sickness, injury, or pregnancy, you may be eligible to receive Disability Insurance (DI) benefits.

Your employer must provide a copy of "Disability Insurance Provisions," DE 2515, to each newly hired employee and to each employee leaving work due to pregnancy or due to sickness or injury that is not related to his/her job.

Claim Forms

- If your employer operates an approved voluntary plan in place of disability insurance and you have chosen to be covered by it, obtain DI claim forms from your employer.
- If you are not covered by a voluntary plan, obtain claim forms from your doctor, hospital, or directly from any California Disability Insurance (DI) Claim Management offices.
- File your "Claim for DI Benefits," DE 2501, within 49 days of the first day of your disability to avoid losing benefits.

FOR MORE INFORMATION ABOUT DI, VISIT THE EDD WEB SITE AT www.edd.ca.gov OR
CONTACT THE DISABILITY INSURANCE CUSTOMER SERVICE CENTER AT 1-800-480-3287.
STATE GOVERNMENT EMPLOYEES SHOULD CALL 1-866-352-7675.
TTY (FOR DEAF OR HEARING-IMPAIRED INDIVIDUALS ONLY) IS AVAILABLE AT 1-800-563-2441.

PFL

Paid Family Leave

(funded entirely by employees' contributions)

When you stop working or reduce your work hours to care for a family member who is seriously ill or to bond with a new child, you may be eligible to receive Paid Family Leave (PFL) benefits.

Your employer must provide a copy of "Paid Family Leave Program Brochure," DE 2511, to each newly hired employee and to each employee leaving work to care for a seriously ill family member or to bond with a new child.

Claim Forms

- If your employer operates an approved voluntary plan in place of disability insurance and you have chosen to be covered by it, obtain PFL claim forms from your employer.
- If you are not covered by a voluntary plan, obtain claim forms from doctors, hospitals, or directly from any California Disability Insurance (DI) Claim Management offices or the PFL office.
- File your "Claim for PFL Benefits," DE 2501F, within 49 days of the first day of your family leave to avoid losing benefits.

FOR MORE INFORMATION ABOUT PFL, VISIT THE EDD WEB SITE AT www.edd.ca.gov OR
CONTACT THE PAID FAMILY LEAVE CUSTOMER SERVICE CENTER AT:

English 1-877-238-4373	Spanish 1-877-379-3819
Armenian 1-866-627-1567	Tagalog 1-866-627-1569
Cantonese 1-866-692-5595	Vietnamese 1-866-692-5596
Punjabi 1-866-627-1568	TTY (non voice) 1-800-445-1312

STATE GOVERNMENT EMPLOYEES SHOULD CALL 1-877-945-4747

NOTE: SOME EMPLOYEES MAY BE EXEMPT FROM COVERAGE BY THE ABOVE INSURANCE PROGRAMS.
IT IS ILLEGAL TO MAKE A FALSE STATEMENT OR TO WITHHOLD FACTS TO CLAIM BENEFITS.
FOR ADDITIONAL GENERAL INFORMATION, VISIT THE EDD WEB SITE AT www.edd.ca.gov.

Your Rights to Workers' Compensation Benefits and How to Obtain Them



Q. Why is the choice of doctor important?

Your treating doctor will:

1. Decide what type of medical care you'll get.
2. Help identify the kinds of work you can do safely while recovering.
3. Determine when you can return to work.
4. Write medical reports that will affect the benefits you receive.

What Should I Do If Hurt on the Job?

If you are hurt on the job, you should:

- Report the injury to your employer. Tell your supervisor right away. If your injury or illness developed gradually (like tendinitis or hearing loss), report it as soon as you learn it was caused by your job. Reporting promptly helps prevent problems and delays in receiving benefits, including medical care you may need to avoid further injury. If your employer does not learn of your injury within 30 days, you could lose your right to receive workers' compensation benefits.

- You must file a claim within one year from the date of the work-related injury or illness, or within one year after you know (or reasonably should know) that you have suffered a work-related injury or illness, whichever is later.

This copy, The claims administrator usually must decide within 90 days whether to accept or deny your claim. Once you have filed a claim for workers' compensation, you are entitled to up to \$10,000 in employer-paid medical care until your claim is either accepted or denied.

- Get emergency treatment if needed. If it's a medical emergency, go to an emergency room right away. Tell the health care provider who treats you that your injury or illness is job related.
- Fill out a claim form. Your employer must give you a claim form within one working day after learning about your injury or illness. You use it to request workers' compensation benefits. Fill out and sign the employee portion of the claim form. Describe your injury completely, include every part of your body affected by the injury. Give the form to your employer, which is called filing the claim form.

- Get good medical care. Get good medical care to help you recover. You should be treated by a doctor who knows your particular type of injury or illness. Tell the doctor about your symptoms and the events at work that you believe caused them. Also, describe your job and your work environment.
- What happens after I file the claim form?

- Your employer must fill out and sign the "employer" portion of the claim form and give the completed form to a claims administrator. (This person handles claims for your employer and usually works for your employer's insurance company.) Your employer must give you a copy of the completed form and authorize medical treatment within one working day after you file it. Keep medical treatment within one working day after you file it. Keep

The information in this pamphlet is true in most situations. However some rules, exceptions, and deadlines not covered here may apply to you and affect your case. To learn more, see the fact sheet on the Web site of The Division of Workers' Compensation for more information. This information applies to most private, state, and local government employees whose "date of injury" is 1994 or later.

Workers' Compensation Temporary Disability Benefits

FOR DATES OF INJURY ON OR AFTER:	2004	2005	2006	2007	2008	2009	2010
Maximum Weekly Benefit	\$728	\$840	\$881.66	\$916.33	\$958.01	\$986.69	
Minimum Weekly Benefit	\$126	\$126	\$126	\$132.25	\$137.45	\$143.70	\$148.00

ANY PERSON WHO MAKES OR CAUSES TO BE MADE ANY KNOWINGLY FALSE OR FRAUDULENT MATERIAL STATEMENT OR MATERIAL REPRESENTATION FOR THE PURPOSE OF OBTAINING OR DENYING WORKERS' COMPENSATION BENEFITS OR PAYMENTS IS GUILTY OF A FELONY.

This pamphlet has been approved by the Administrative Director of the Division of Workers' Compensation and complies with the requirements of Labor Code §138.4, §139.6, §3550, §4600, §4601 and §5401 and Title 8, California Code of Regulations §9880.

Workers' Compensation Maximum Permanent Disability Benefits

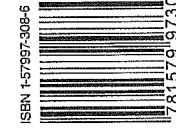
Disability Rating	2004	2005	2006 - 2010
Up to 44-3/4%	\$200	\$220	\$230
15 - 24-3/4%	\$200	\$220	\$230
25 - 65-3/4%	\$200	\$220	\$230
70 - 99-3/4%	\$250	\$270	\$270

Death Benefits*

Maximum Aggregate Death Benefit	7/1/96 - 12/31/05	After 1/1/2006
Single Total Dependent	\$125,000	\$250,000
No total dependents and one or more partial dependents	\$145,000	\$250,000
Two total dependents	\$145,000	\$250,000
Three or more total dependents	\$160,000	\$320,000

Burial Expenses Paid to a Maximum of \$5,000

*Benefits paid to a totally dependent minor will be continued until the age of 18 regardless of the maximum benefit.



ISBN 1-57997-308-6

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This pamphlet has been approved by the
Division of Workers' Compensation pursuant to CCR §9883
01/10



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WORKERS' COMPENSATION BENEFITS

What Is Workers' Compensation?

If you get an injury or illness on the job, your employer is required by law to provide workers' compensation benefits. Workers' compensation benefits cover injuries or illnesses arising out of employment, which occur while in the course of employment. This may, in some circumstances, include psychiatric illness. You could get hurt by:

- One event at work. Examples: hurting your back in a fall, getting burned by a chemical that splashes on your skin, getting hurt in a car accident while making deliveries. It may include injuries, including psychiatric injuries, resulting from a workplace crime.
- Repeated exposures at work. Examples: hurting your wrist from doing the same motion over and over, losing your hearing because of constant loud noise.

What Are the Benefits?

- **Medical Care.** Once you have filed a claim for workers' compensation, you are entitled to up to \$10,000 in employer-paid medical care until your claim is either accepted or denied. If your claim is accepted, you will receive medical care paid by your employer, to help you recover from an injury or illness caused by work. You should never receive a medical bill. For injuries occurring on or after January 1, 2004, there is a limit on some medical services.
- **Temporary Disability Benefits.** Payments if you lose wages because you can't do your usual job while recovering. As a general rule, you are paid two-thirds of the gross (pretax) wages you lose after your third day off work while recovering from an injury. However, you cannot receive more than the maximum weekly amount set by law. (See Table for maximum benefit rates.) These temporary disability payments begin when your treating doctor says you can't do your usual work for more than three days, or you are hospitalized overnight. Payments must be made every two weeks, for as long as you are eligible. Temporary disability benefits may not extend for more than 104 compensable weeks within five years from the date of injury for most injuries.

The timely filing of a claim for State Disability Benefits with the Employment Development Department may provide additional wage replacement should you run out of Workers' Compensation Temporary Disability Benefits. You will find the telephone number of your local office of the Employment Development Department in your telephone book.

- **Permanent Disability Benefits.** Payments if your treating doctor says you will never recover completely and will always be limited in your ability to work. These payments are limited, and may not cover all your lost income. The number of

weekly payments you will receive is determined by a permanent disability rating, based on (a) your medical condition, (b) your date of injury, (c) your age when injured, and (d) your occupation. Permanent disability benefit amounts are set by law. (See Table for maximum benefit rates.) After the first payment, permanent disability benefits must be paid every 14 days. They end when you reach the maximum amount allowed by law or when you settle your case and receive a lump sum.

- **Vocational Rehabilitation.** Vocational rehabilitation maintenance allowance benefits provided income support while participating in vocational rehabilitation. These payments were made every 14 days for as long as you were eligible. Vocational rehabilitation benefits only applied to injuries prior to January 1, 2004 and ceased to be a benefit after December 31, 2008.
- **Supplemental Job Displacement Benefit.** If you are injured on or after January 1, 2004, the injury results in a permanent disability, your employer does not offer modified or alternative work and you don't return to work within 60 days after temporary disability ends, you may receive a nontransferable voucher payable to a state-approved school to provide you with skills and education to help you return to active employment.
- **Death Benefits.** Payments to the spouse, children, or other dependents of a worker who dies from a job injury or illness. (See table for maximum benefit rates.) Death benefits must be paid every 14 days. No payment shall be less than \$224 per week. A burial allowance is also paid.

What Should I Do If There Is a Dispute?

If you have a concern, speak up. See whether your employer or claims administrator can agree to resolve the problem. If this doesn't work, don't delay getting help. Try the following:

- **Contact an Information & Assistance Officer.** State I & A officers answer questions and help injured workers. They may provide information and provide forms and help resolve problems with your claim. They hold workshops for injured workers. To contact or find a local office, check the Government Pages at the front of the white pages of your telephone book. Look under: State Government Offices/ Industrial Relations/Workers' Compensation.

- **Consult an Attorney.** Lawyers who specialize in helping injured workers with their workers' compensation claims are called applicants' attorneys. Their job is to plan a strategy for your case, gather information to support your claim, keep track of deadlines, and represent you in hearings before a workers' compensation judge or the Workers' Compensation Appeals Board. Most attorneys offer one free consultation. If you hire an attorney, the attorney's fees will be taken out of benefits that you receive later. A workers' compensation judge must approve the fee.

If you have a serious dispute that may require a decision by a workers' compensation judge, an Application for Adjudication must be timely filed normally within one year from the date of your injury or the last date you were paid benefits.

What Other Rights Do I Have?

It is illegal for your employer to punish or fire you for having a work injury or illness, or for filing a claim, or testifying in another persons' workers' compensation case. If proven, you may receive lost wages, job reinstatement, increased benefits, and costs and expenses up to limits set by the state. The California Labor Code (section 132a) prohibits this kind of discrimination.

It's also illegal for your employer to discriminate against you because of a serious disability. The Federal Americans with Disabilities Act (ADA) and the California Fair Employment and Housing Act (FEHA) prohibit this. More information about ADA is available by calling the Equal Employment Opportunity Commission at 800-669-4000. Information about the state FEHA is available by calling 800-884-1684.

An employer's failure to post an approved notice of your rights to Workers' Compensation Benefits is a misdemeanor and such failure, or the failure to provide you with a copy of this pamphlet, gives you the right to be treated by a doctor of your choice for any injury that occurs during that failure.

Penalties for Fraud

Any person that engages in false or fraudulent conduct in connection with workers' compensation may be subject to significant penalty. This includes making a false or fraudulent material statement or material representation for the purpose of obtaining or denying any of the benefits. These violations may be punished by imprisonment for up to 5 years or by a fine not exceeding \$150,000 or double the value of the fraud, whichever is greater, or by both imprisonment and fine.

More about Medical Care

- **Q. Can I choose the doctor who will treat me?**
It depends. You may be able to choose the doctor who will treat you for a job-related injury or illness, provided your employer has offered you the opportunity to participate in a non-occupational health insurance program. This is called "predesignating" your personal physician. You must do this before you experience a work-related injury or illness. You must do it in writing. If you predesignate your will be allowed to see your personal physician right after you are injured or become ill. Generally you may switch doctors later, if necessary. If you don't predesignate, your employer usually will have the right to choose the doctor who treats you during at least the first 30 days after your employer learns about your injury or illness.
- **Q. How can I predesignate my chiropractor or acupuncturist?**
A predesignation form included with this brochure includes a place to predesignate a chiropractor or acupuncturist. It must be filled out and returned to your employer before you experience a work-related injury or illness.

Q. How do I predesignate a doctor?
In the event you sustain an injury or illness related to your employment, you may be treated for such injury or illness by your personal medical doctor (M.D.), doctor of osteopathic medicine (D.O.) or medical group if your employer offers group health coverage; the doctor is your regular physician, who shall be either a physician who has limited his or her practice of medicine to general practice or who is a board-certified or board-eligible internist, pediatrician, obstetrician-gynecologist, or family practitioner, and has previously directed your medical treatment, and retains your medical records; your "personal physician" may be a medical group if it is a single corporation or partnership composed of licensed doctors of medicine or osteopathy, which operates an integrated multispecialty medical group providing comprehensive medical services predominantly for nonoccupational illnesses and injuries; prior to the injury your doctor agrees to treat you for work injuries or illnesses; prior to the injury you provided your employer the following in writing: (1) notice that you want your personal doctor to treat you for a work-related injury or illness, and (2) your personal doctor's name and business address. A predesignation form is included as part of this brochure. You may use this form to notify your employer if you wish to have your personal medical doctor or a doctor of osteopathic medicine treat you for a work-related injury or illness and the above requirements are met.

Exceptions: Some employers have contracts with state-certified medical provider networks (MPNs) and/or health care organizations (HCOS) to treat workers' hurt on the job. If your employer has this kind of contract, there are different rules on choosing medical care. Your employer must give you written information about those rules.

Q. Can I predesignate my chiropractor or acupuncturist?
If your employer or your employer's insurer does not have a Medical Provider Network, you may be able to change your treating physician to your personal chiropractor or acupuncturist following a work-related injury or illness. In order to be eligible to make this change, you must give your employer the name and business address of a personal chiropractor or acupuncturist in writing prior to the injury or illness. Your claims administrator generally has the right to select your treating physician within the first 30 days after your employer knows of your injury or illness. After your claims administrator has initiated your treatment with another doctor during this period, you may then, upon request, have your treatment transferred to your personal chiropractor or acupuncturist.

Q. How can I predesignate my chiropractor or acupuncturist?
A predesignation form included with this brochure includes a place to predesignate a chiropractor or acupuncturist. It must be filled out and returned to your employer before you experience a work-related injury or illness.

the new COBRA subsidy

Your former employees (and any of their dependents who are COBRA-qualified beneficiaries) may be eligible for a subsidy of their COBRA premiums under the American Recovery and Reinvestment Act. Signed into law on February 17, 2009, the act created a temporary subsidy for certain individuals with continuation coverage (federal COBRA or comparable state continuation coverage such as Cal-COBRA).

This Q&A will answer some of your questions about the new COBRA subsidy. Additional rules and details are currently under review by the Departments of Labor, Treasury, and Health and Human Services. If you have questions regarding your responsibilities under this new law, including notification requirements, contact your legal counsel. For more information, visit the Department of Labor Web site at www.dol.gov/ebsa/COBRA.html.

THE BASICS

Q: What is the COBRA premium subsidy?

A: It's a temporary premium subsidy for certain individuals with COBRA or comparable state continuation coverage such as Cal-COBRA. The federal government will subsidize 65 percent of enrollees' portion of the premiums for assistance-eligible individuals (AEIs). AEIs are people who meet the federal COBRA definition of a "qualified beneficiary," which means that they must meet the following requirements:

- They must be the employee, the employee's opposite-sex spouse, or the dependent child (as defined by the group health plan) of the employee or of the employee's opposite-sex spouse. (Domestic partners cannot be AEIs because they are not federal COBRA-qualified beneficiaries, and same-sex spouses cannot be AEIs because of the federal Defense of Marriage Act.)
- If they are dependents, they either must have been enrolled dependents under the plan on the day before the qualifying event, or they must be children born to, or placed for adoption with, a covered employee during a period of federal COBRA coverage. Other dependents may be eligible for federal COBRA coverage, but they are not qualified beneficiaries (for example, a new spouse who marries the employee during a period of federal COBRA coverage).

Q: What is considered "involuntary termination" from employment?

A: The new law does not define involuntary termination. The Department of Labor will release guidance in the near future on the definition of "involuntary termination."

Q: When is the subsidy effective?

A: This subsidy is effective no earlier than March 1, 2009, for plans with monthly premiums.

Q: How long will the subsidy last?

A: If an AEI qualifies for the subsidy, it will continue until the first of these events occurs:

1. Nine months pass from the start of the subsidy.
2. The maximum period of continuation coverage required under COBRA or Cal-COBRA coverage expires.
3. The AEI becomes eligible for coverage under another group health plan (with limited exceptions) or Medicare.

Q: Who determines eligibility for the subsidy?

A: For federal COBRA coverage:

- The employer is responsible for determining eligibility.
- AEIs can contact the former employer to find out whether they're eligible for federal COBRA and/or the new subsidy.

- For Cal-COBRA coverage:
 - Kaiser Permanente will be working with employers to determine eligibility.
 - Kaiser Permanente will be contacting AEIs to let them know that they are eligible for the new subsidy.
 - AEIs currently receiving Cal-COBRA coverage will find more information in their April bill.

Q: Do domestic partners qualify for this subsidy?

A: No. Domestic partners cannot be qualified beneficiaries for COBRA coverage and are, therefore, not eligible for the COBRA or Cal-COBRA subsidy.

Q: Are there income limits on eligibility to receive a subsidy?

A: No, but certain high-income people will have to pay some or all of the subsidy back in federal income taxes.

Q: Can the subsidy be used for dental and vision coverage or for supplemental riders such as chiropractic and acupuncture?

A: The subsidy applies to AEIs' continuation coverage under COBRA or Cal-COBRA coverage, including any vision or dental benefits, or supplemental benefits such as chiropractic and acupuncture.

- 2. Kaiser Permanente performs the COBRA bill-and-collect function
- For employer groups that bill and collect COBRA premiums from members, either directly or through a third-party administrator, the employer (or the group health plan for ERISA multi-employer plans):
 - Advances the subsidy.
 - Pays Kaiser Permanente the entire COBRA premium.
 - Gets reimbursed for the subsidy through a payroll tax credit.



kp.org



KAI SER PERMANENT E®

IMPLEMENTING THE SUBSIDY

Q: How is Kaiser Permanente implementing the subsidy for its employer groups?

- A: The way the subsidy is implemented depends on whether:
1. The employer performs the COBRA bill-and-collect function.
 2. Kaiser Permanente performs the COBRA bill-and-collect function.
 3. The employer is subject to Cal-COBRA but not to COBRA.
1. The employer performs the COBRA bill-and-collect function
 - For employer groups that bill and collect COBRA premiums from members, either directly or through a third-party administrator, the employer (or the group health plan for ERISA multi-employer plans):
 - Advances the subsidy.
 - Pays Kaiser Permanente the entire COBRA premium.
 - Gets reimbursed for the subsidy through a payroll tax credit.
 2. Kaiser Permanente performs the COBRA bill-and-collect function
 - For employer groups that have Kaiser Permanente handle their COBRA premium billing and collection:
 - The employer sends the notification of the subsidy.
 - The employer determines whether applicants meet the requirements to be AEIs and notifies Kaiser Permanente when it approves an applicant.
 - Kaiser Permanente bills the AEI 35 percent of the group's COBRA premium (assuming that the member would otherwise pay 100 percent of the group's COBRA premium).

- Once Kaiser Permanente receives payment from the AEI, Kaiser Permanente bills the group for 65 percent of the group's COBRA premium.
 - Once both portions of the premium are paid, the employer (or the group health plan, in the case of an ERISA multi-employer plan) can be reimbursed for their 65 percent portion through the payroll tax credit.
- 3. The employer is subject to Cal-COBRA but not to COBRA**
- For groups that are not subject to COBRA but are subject to Cal-COBRA coverage:
- Kaiser Permanente sends notices about the subsidy to former employees.
 - Kaiser Permanente works with the employer groups to determine whether applicants meet the requirements to be AEIs. Kaiser Permanente will bill the members 35 percent of the group's premium for Cal-COBRA coverage.
 - Kaiser Permanente accepts these 35 percent payments as payments in full and gets reimbursed for the remaining 65 percent through the payroll tax credits.

Q: Where can I get model notices to inform people about the new election periods?

A: Go to www.dol.gov/ebsa/COBRAmodelnotice.html for model notices from the Department of Labor.

Q: What do I do if I collected 100 percent of the COBRA premium for AEIs for the months of March and April?

A: Employers who collected 100 percent of the March and April COBRA premiums from people entitled to the subsidy must refund the subsidy amount to the AEIs or provide a credit against future premiums (the credit is subject to certain requirements in the act). For May, employers should bill AEIs only 35 percent of the premium.

REFUNDS AND RETROACTIVE ENROLLMENT

Q: Do employees who were involuntarily terminated on or after September 1, 2008, but didn't take continuation coverage still qualify for the subsidy?

A: Yes, they may still qualify for the subsidy even if they did not enroll in coverage when it was first available or if they enrolled and subsequently discontinued coverage.

Q: Are there upcoming deadlines I need to know about?

A: March 19 was the deadline for the Department of Labor to publish the model notices. By April 18, you must send the following notices:

- Notice of the subsidy—to people who became eligible for COBRA during the period starting September 1, 2008, through February 16, 2009.
- Notice of COBRA eligibility—to any people entitled to the second chance to enroll in COBRA.

Q: Where can I get model notices to inform people about the new election periods?

A: Go to www.dol.gov/ebsa/COBRAmodelnotice.html for model notices from the Department of Labor.

Q: What do I do if I collected 100 percent of the COBRA premium for AEIs for the months of March and April?

Q: What if I'm already subsidizing COBRA for former employees?

A: The new government subsidy is 65 percent of the amount participants would have been charged for COBRA or Cal-COBRA premiums. For example, if the monthly premium is \$300 and the group subsidizes 30 percent of the cost for its involuntarily terminated employees, the monthly cost for the involuntarily terminated employee is \$350. The COBRA subsidy would be 65 percent of \$330, or \$227.50. The member would pay 35 percent of \$330, or \$112.50.

If you have additional questions, please call your broker or Kaiser Permanente account manager.

This document should not be construed as legal advice or a legal opinion on any specific facts or circumstances. You are urged to consult a lawyer concerning your own situation and any specific legal questions you may have.





Key terms

Knowing these important terms will help as you're comparing options.

Coinsurance. Percentage of charges you pay when you receive certain covered services. Coinsurance varies depending on your plan and the service you receive.

Copayment. Specific dollar amount you pay when you receive certain covered services. Copayments vary depending on your plan and the service you receive.

Deductible. Fixed amount you must pay for certain services in a calendar year before Kaiser Permanente will cover those services at a copayment or coinsurance in that calendar year.

Health savings account (HSA). A savings account intended to be used for health care expenses.

Hospitalization services. These include room and board, surgery, anesthesia, X-rays, lab tests, and drugs received in an inpatient setting.

Medical review. A process used to assess an applicant's current and past health information to determine eligibility for health care coverage.

Monthly rate/premium. The amount you'll pay every month for health coverage.

Preventive care. Includes screening exams, routine preventive physical exams for adults and children, prenatal care, and vaccines (immunizations).

Subsidized plans. Select health care plans that are supported financially in part or in whole by the state or Federal government, or by Kaiser Permanente.

We're here to guide you through the process of continuing your health care. Depending on the type of coverage you had, you may not be eligible to enroll in all of the plans listed in this brochure.

Questions? Visit us at kp.org/continuingyourcoverage or call us at **1-800-464-4000**.

Maintain a healthy outlook

Options for continuing
your membership with
Kaiser Permanente

Kaiser Permanente
Member Services
1-800-464-4000
1-800-777-1370 TTY

7 a.m.–7 p.m., weekdays
7 a.m.–3 p.m., weekends

kp.org/continuingyourcoverage

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KAI SER PERMANENT E®

Working together to keep you healthy.

Continuing coverage that's right for you—right now.

Understanding your options

There are many ways to continue health care coverage when your circumstances change and new legislation for 2009 may make some options more affordable than before. This brochure will provide you with plan information for various options including continuing coverage like COBRA, Cal-COBRA, and Conversion plans; individual and family copayment, deductible, and HSA-qualified plans; Senior Advantage; and subsidized programs like Medical Financial Assistance and the Healthy Families Program.

Preparing for change

If your group coverage from Kaiser Permanente is ending and you will not continue with us through another plan, here are a few things we recommend doing:

1. **Contact your doctor one more time.** While you're still covered, communicate with your doctor (either by phone, or by sending a message via the Message Center on [kp.org](#)) to get advice on what kind of care you might need in the near future. This is also a chance for you to make sure that all your vaccinations and prescriptions are up to date. Consult with your doctor if you wish to make an appointment for a final checkup. But first double-check the date your coverage ends so that you're not surprised by unexpected charges.
2. **Get copies of your medical records.** It's always a good idea to have copies of your medical records handy. This will also help make the transition to another provider smoother. To request copies, call the Business Office of the facility where you normally receive care. (See Your Guidebook to Kaiser Permanente Services or [kp.org](#) for phone numbers.) Make sure you have your medical record number ready. If you're requesting copies for your dependents, you'll need their medical record numbers. Medical records are usually kept for up to seven years after the termination date of your coverage. You'll be asked to fill out a medical authorization form and check off the items you need, such as:
 - General medical information, including immunization records
 - Details about certain injuries, illnesses, and treatments
 - X-ray and lab test results
3. **Consider your pharmacy options.** If you have prescriptions from Kaiser Permanente providers, you can continue to get them refilled through Kaiser Permanente pharmacies after your coverage ends—but you'll typically pay a higher nonmember rate. Or you can easily switch to a non-Kaiser Permanente pharmacy. Just have the Kaiser Permanente pharmacy phone number and your prescription number ready when you visit or call your new pharmacist, who can then transfer your prescriptions by phone.

Please note: not all members are eligible to enroll in all of the plans listed in this brochure. If you have questions regarding your eligibility, please visit [kp.org/continuingyourcoverage](#) or call us at 1-800-464-4000.

With a variety of options to help you continue your health coverage, you can feel secure in your ability to maintain your well-being. Look inside for more details about the choices available to you.

At Kaiser Permanente, we believe good health should always be a part of your life. It's our hope that, whether as a member or not, you continue to take an active approach to living well.

4. **Stay on top of your health.** Even if you are no longer a Kaiser Permanente member, you'll continue to have access to many of the health tips and tools on [kp.org](#).
 - Check out featured health topics, audio and video libraries, and health and drug encyclopedias.
 - Listen to podcasts and audio programs to help you relax, beat stress, and sleep well.
 - Unwind and stay positive with helpful mind-body techniques such as meditation and guided imagery.
 - Take a break and try yoga, calorie counter, and brain teaser widgets—a new way to stimulate your mind, calm your spirit, and strengthen your body.
 - Cook healthier with delicious, easy-to-prepare recipes and tips for smart shopping and meal planning.

Much of this information is also available in Spanish at [kp.org/espanol](#). We want to help make this transition as easy as possible for you. If you have any questions call us at 1-800-464-4000 or visit [kp.org/continuingyourcoverage](#).

Overview of your options

Getting started

- In the chart below, you'll see several categories of continuing coverage. Follow these easy steps:
- Ask yourself each question and check the boxes that apply to you.
- Review the copayments/deductibles listed for each option.

<p>Want an easy way to keep your coverage?</p> <p>Do you:</p> <ul style="list-style-type: none"> <input type="checkbox"/> prefer a plan that doesn't require a medical review? <input type="checkbox"/> want coverage that's the same or similar to what you had through your employer? <input type="checkbox"/> prefer a plan you can be eligible for regardless of your age or physical condition? 	<p>Not eligible for COBRA or Cal-COBRA?</p> <p>Do you:</p> <ul style="list-style-type: none"> <input type="checkbox"/> need to find new health coverage because your employer went out of business? <input type="checkbox"/> prefer a plan you can be eligible for regardless of your age or physical condition? 	<p>Willing to pay more for comprehensive coverage?</p> <p>Do you:</p> <ul style="list-style-type: none"> <input type="checkbox"/> have small children? <input type="checkbox"/> want predictable out-of-pocket expenses? <input type="checkbox"/> need to see the doctor often? 	<p>Want lower premiums?</p> <p>Do you:</p> <ul style="list-style-type: none"> <input type="checkbox"/> rarely need to see the doctor? <input type="checkbox"/> want coverage mostly for the big things? <input type="checkbox"/> prefer a plan you can be eligible for regardless of your age or physical condition? 	<p>Want a savings plan for medical expenses?</p> <p>Do you:</p> <ul style="list-style-type: none"> <input type="checkbox"/> see a doctor mostly for preventive care? <input type="checkbox"/> want more control over health care costs? <input type="checkbox"/> want lower premiums? 	<p>Are you eligible for Medicare?</p> <p>Are you:</p> <ul style="list-style-type: none"> <input type="checkbox"/> age 65 or older? <input type="checkbox"/> disabled? 	<p>Not sure if you can afford health coverage?</p> <p>Do you:</p> <ul style="list-style-type: none"> <input type="checkbox"/> have no other source of income, in which case you may qualify for state aid? <input type="checkbox"/> want preventive care for you and your family?
<p>COBRA</p> <ul style="list-style-type: none"> ■ Cal-COBRA: ■ Copayment/25 ■ Deductible: 30/1,500 	<p>Conversion plans:</p> <ul style="list-style-type: none"> ■ Copayment/25 ■ Copayment/50 	<p>Copayment plans:</p> <ul style="list-style-type: none"> ■ Copayment 25 ■ Copayment 50 	<p>Deductible plans:</p> <ul style="list-style-type: none"> ■ Deductible 20/500 ■ Deductible 25/1,000 ■ Deductible 30/1,500 ■ Deductible 40/3,000 NIM¹ ■ Deductible 50/5,000 NIM¹ 	<p>HSA-qualified plans:²</p> <ul style="list-style-type: none"> ■ Deductible 0/1,500 ■ Deductible 0/2,700 ■ Deductible 30/2,700 ■ Deductible 40/4,000 NIM¹ ■ Deductible 50/5,000 NIM¹ 	<p>Senior Advantage plan:</p> <ul style="list-style-type: none"> ■ Kaiser Permanente coverage combined with Medicare coverage in one single plan 	<p>PAGE 13</p>
<p>Want to pay more for comprehensive coverage?</p> <p>Do you:</p> <ul style="list-style-type: none"> <input type="checkbox"/> need to find new health coverage because your employer went out of business? <input type="checkbox"/> prefer a plan you can be eligible for regardless of your age or physical condition? 	<p>Want to pay more for comprehensive coverage?</p> <p>Do you:</p> <ul style="list-style-type: none"> <input type="checkbox"/> have small children? <input type="checkbox"/> want predictable out-of-pocket expenses? <input type="checkbox"/> need to see the doctor often? 	<p>Want lower premiums?</p> <p>Do you:</p> <ul style="list-style-type: none"> <input type="checkbox"/> rarely need to see the doctor? <input type="checkbox"/> want coverage mostly for the big things? <input type="checkbox"/> prefer a plan you can be eligible for regardless of your age or physical condition? 	<p>Want a savings plan for medical expenses?</p> <p>Do you:</p> <ul style="list-style-type: none"> <input type="checkbox"/> see a doctor mostly for preventive care? <input type="checkbox"/> want more control over health care costs? <input type="checkbox"/> want lower premiums? 	<p>Are you eligible for Medicare?</p> <p>Are you:</p> <ul style="list-style-type: none"> <input type="checkbox"/> age 65 or older? <input type="checkbox"/> disabled? 	<p>Not sure if you can afford health coverage?</p> <p>Do you:</p> <ul style="list-style-type: none"> <input type="checkbox"/> have no other source of income, in which case you may qualify for state aid? <input type="checkbox"/> want preventive care for you and your family? 	<p>PAGE 14</p>
<p>Want an easy way to keep your coverage?</p> <p>Do you:</p> <ul style="list-style-type: none"> <input type="checkbox"/> prefer a plan that doesn't require a medical review? <input type="checkbox"/> want coverage that's the same or similar to what you had through your employer? <input type="checkbox"/> prefer a plan you can be eligible for regardless of your age or physical condition? 	<p>Not eligible for COBRA or Cal-COBRA?</p> <p>Do you:</p> <ul style="list-style-type: none"> <input type="checkbox"/> need to find new health coverage because your employer went out of business? <input type="checkbox"/> prefer a plan you can be eligible for regardless of your age or physical condition? 	<p>Willing to pay more for comprehensive coverage?</p> <p>Do you:</p> <ul style="list-style-type: none"> <input type="checkbox"/> have small children? <input type="checkbox"/> want predictable out-of-pocket expenses? <input type="checkbox"/> need to see the doctor often? 	<p>Want lower premiums?</p> <p>Do you:</p> <ul style="list-style-type: none"> <input type="checkbox"/> rarely need to see the doctor? <input type="checkbox"/> want coverage mostly for the big things? <input type="checkbox"/> prefer a plan you can be eligible for regardless of your age or physical condition? 	<p>Want a savings plan for medical expenses?</p> <p>Do you:</p> <ul style="list-style-type: none"> <input type="checkbox"/> see a doctor mostly for preventive care? <input type="checkbox"/> want more control over health care costs? <input type="checkbox"/> want lower premiums? 	<p>Are you eligible for Medicare?</p> <p>Are you:</p> <ul style="list-style-type: none"> <input type="checkbox"/> age 65 or older? <input type="checkbox"/> disabled? 	<p>Not sure if you can afford health coverage?</p> <p>Do you:</p> <ul style="list-style-type: none"> <input type="checkbox"/> have no other source of income, in which case you may qualify for state aid? <input type="checkbox"/> want preventive care for you and your family?
<p>COBRA</p> <ul style="list-style-type: none"> ■ Cal-COBRA: ■ Copayment/25 ■ Deductible: 30/1,500 	<p>Conversion plans:</p> <ul style="list-style-type: none"> ■ Copayment 25 ■ Copayment 50 	<p>Copayment plans:</p> <ul style="list-style-type: none"> ■ Copayment 25 ■ Copayment 50 	<p>Deductible plans:</p> <ul style="list-style-type: none"> ■ Deductible 20/500 ■ Deductible 25/1,000 ■ Deductible 30/1,500 ■ Deductible 40/3,000 NIM¹ ■ Deductible 50/5,000 NIM¹ 	<p>HSA-qualified plans:²</p> <ul style="list-style-type: none"> ■ Deductible 0/1,500 ■ Deductible 0/2,700 ■ Deductible 30/2,700 ■ Deductible 40/4,000 NIM¹ ■ Deductible 50/5,000 NIM¹ 	<p>Senior Advantage plan:</p> <ul style="list-style-type: none"> ■ Kaiser Permanente coverage combined with Medicare coverage in one single plan 	<p>PAGE 11</p>
<p>Want an easy way to keep your coverage?</p> <p>Do you:</p> <ul style="list-style-type: none"> <input type="checkbox"/> prefer a plan that doesn't require a medical review? <input type="checkbox"/> want coverage that's the same or similar to what you had through your employer? <input type="checkbox"/> prefer a plan you can be eligible for regardless of your age or physical condition? 	<p>Not eligible for COBRA or Cal-COBRA?</p> <p>Do you:</p> <ul style="list-style-type: none"> <input type="checkbox"/> need to find new health coverage because your employer went out of business? <input type="checkbox"/> prefer a plan you can be eligible for regardless of your age or physical condition? 	<p>Willing to pay more for comprehensive coverage?</p> <p>Do you:</p> <ul style="list-style-type: none"> <input type="checkbox"/> have small children? <input type="checkbox"/> want predictable out-of-pocket expenses? <input type="checkbox"/> need to see the doctor often? 	<p>Want lower premiums?</p> <p>Do you:</p> <ul style="list-style-type: none"> <input type="checkbox"/> rarely need to see the doctor? <input type="checkbox"/> want coverage mostly for the big things? <input type="checkbox"/> prefer a plan you can be eligible for regardless of your age or physical condition? 	<p>Want a savings plan for medical expenses?</p> <p>Do you:</p> <ul style="list-style-type: none"> <input type="checkbox"/> see a doctor mostly for preventive care? <input type="checkbox"/> want more control over health care costs? <input type="checkbox"/> want lower premiums? 	<p>Are you eligible for Medicare?</p> <p>Are you:</p> <ul style="list-style-type: none"> <input type="checkbox"/> age 65 or older? <input type="checkbox"/> disabled? 	<p>Not sure if you can afford health coverage?</p> <p>Do you:</p> <ul style="list-style-type: none"> <input type="checkbox"/> have no other source of income, in which case you may qualify for state aid? <input type="checkbox"/> want preventive care for you and your family?
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<p>Want an easy way to keep your coverage?</p> <p>Do you:</p> <ul style="list-style-type: none"> <input type="checkbox"/> prefer a plan that doesn't require a medical review? <input type="checkbox"/> want coverage that's the same or similar to what you had through your employer? <input type="checkbox"/> prefer a plan you can be eligible for regardless of your age or physical condition? 	<p>Not eligible for COBRA or Cal-COBRA?</p> <p>Do you:</p> <ul style="list-style-type: none"> <input type="checkbox"/> need to find new health coverage because your employer went out of business? <input type="checkbox"/> prefer a plan you can be eligible for regardless of your age or physical condition? 	<p>Willing to pay more for comprehensive coverage?</p> <p>Do you:</p> <ul style="list-style-type: none"> <input type="checkbox"/> have small children? <input type="checkbox"/> want predictable out-of-pocket expenses? <input type="checkbox"/> need to see the doctor often? 	<p>Want lower premiums?</p> <p>Do you:</p> <ul style="list-style-type: none"> <input type="checkbox"/> rarely need to see the doctor? <input type="checkbox"/> want coverage mostly for the big things? <input type="checkbox"/> prefer a plan you can be eligible for regardless of your age or physical condition? 	<p>Want a savings plan for medical expenses?</p> <p>Do you:</p> <ul style="list-style-type: none"> <input type="checkbox"/> see a doctor mostly for preventive care? <input type="checkbox"/> want more control over health care costs? <input type="checkbox"/> want lower premiums? 	<p>Are you eligible for Medicare?</p> <p>Are you:</p> <ul style="list-style-type: none"> <input type="checkbox"/> age 65 or older? <input type="checkbox"/> disabled? 	<p>Not sure if you can afford health coverage?</p> <p>Do you:</p> <ul style="list-style-type: none"> <input type="checkbox"/> have no other source of income, in which case you may qualify for state aid? <input type="checkbox"/> want preventive care for you and your family?

COBRA/Cal-COBRA Group Continuation Coverage

If you lose your group coverage, you may be eligible for temporary continuation of the same coverage through COBRA or Cal-COBRA, **no medical review required**. There are deadlines for applying for COBRA or Cal-COBRA, and any premium or benefit changes that are made to your group's plan will also be reflected in your coverage.

COBRA: Most employers with at least 20 employees must offer COBRA coverage, but the rules are complicated. Contact your group to find out whether you are eligible, what the premiums are, and how you can enroll.

Cal-COBRA: If your coverage was through an employer with fewer than 20 employees, then you may be eligible for Cal-COBRA coverage. You may also be eligible for Cal-COBRA if you exhausted your time limit for COBRA and that time was less than 36 months. Contact us to get a Cal-COBRA enrollment packet.

Premium subsidy: If you lose your group coverage because of involuntary termination of employment, you might qualify for a 65 percent subsidy of your COBRA or Cal-COBRA premiums for up to nine months. For information about the subsidy for COBRA coverage call toll free **1-866-400-6689**. For information about the subsidy for Cal-COBRA coverage, call **1-800-464-4000**.

Conversion Plans

Kaiser Permanente for Individuals and Families-Conversion Plans¹

If your employer goes out of business, or you're either not eligible for or have exhausted your (CCBRA/Cal-COBRA) benefits, you may be entitled to a conversion plan. Conversion plans give you the opportunity to buy nongroup coverage from us. You'll experience no lapse in coverage, though you may have different benefits and copayments. **No medical review required.** To qualify, we must receive your completed application no later than 30 days after you receive notification that your group coverage is ending. If a lapse occurs in your coverage, this option will no longer be available to you.

CO-PAYMENT/25	DEDUCTIBLE: 30/150*
MEDICAL CALENDAR-YEAR DEDUCTIBLE	
INDIVIDUAL (self-enrollment; one member) None	\$1,500
FAMILY (two or more members) Any one member None Entire Family None	\$1,500 \$1,500 \$3,000
BENEFITS	
HOSPITALIZATION \$200 per day	\$500 per day after deductible
EMERGENCY DEPARTMENT \$100 per visit	\$150 per visit after deductible
AMBULANCE SERVICES \$100 per trip	\$150 per trip after deductible
OUTPATIENT SURGERY \$100 per procedure	\$250 per procedure after deductible
ROUTINE OFFICE VISIT \$25 per visit	\$30 per visit
ROUTINE LAB TEST/X-RAY \$10 per encounter	\$10 per encounter after deductible
PRESCRIPTION (per prescription)	
Plan Pharmacy (up-to 30-day supply) Generic: \$10 Brand: \$35	Generic: \$10 Brand: \$35
Mail-order (up to a 100-day supply) Generic: \$20 Brand: \$70	Generic: \$20 Brand: \$70

¹If you have more questions about what is subject to the deductible, call **1-800-464-4000**.

This chart is only a summary. See the Individual Plan Membership Agreement and Disclosure Form and the Evidence of Coverage for more information. Benefits listed are for calendar year 2009. Benefits may change as of January 1, 2010.

HAVE QUESTIONS? CALL 1-800-464-4000 OR VISIT KP.ORG/CONTINUINGYOURCOVERAGE • 7

While your medical history will not affect your dues or eligibility for our conversion plans mentioned in this chart, other coverage provider(s) may require a medical review, may charge higher premiums, and/or may deny coverage entirely.

Copayment Plans

Kaiser Permanente for Individuals and Families-Copayment Plans

With Kaiser Permanente copayment plans, there are no deductibles or percentages to figure out. You generally have one set cost (or copayment) that you pay for covered services starting from the first day of coverage. All eligible family members may apply. **Medical review is required.**

How it works

When you receive routine care, including doctor's office visits, inpatient hospitalization, and after-hours care, all you pay is your copayment. (The copayment is higher for inpatient hospitalization and emergency care; emergency care copayments are waived if you're admitted to the hospital.) Coverage varies by plan, so see the appropriate Membership Agreement. To obtain a copy, call **1-800-464-4000**.

COPAYMENT	COPAYMENT \$0
MEDICAL CALENDAR-YEAR DEDUCTIBLE	
INDIVIDUAL (self-enrollment, one member)	
None	None
FAMILY (two or more members)	
Any one member None	\$500 Entire family None
BENEFITS	
ROUTINE OFFICE VISIT \$25 per visit	\$50 per visit
HOSPITALIZATION \$200 per day	\$500 per day
EMERGENCY DEPARTMENT \$100 per visit	\$150 per visit
AMBULANCE SERVICES \$100 per trip	\$300 per trip
OUTPATIENT SURGERY \$100 per procedure	\$250 per procedure
ROUTINE LAB TESTS/X-RAY \$10 per encounter	\$10 per encounter
PRESCRIPTION (per prescription)	
Plan Pharmacy (up to a 30-day supply) Generic: \$10 Brand: \$35	Not covered
Mail-order (up to a 10-day supply) Generic: \$20 Brand: \$70	Not covered

Deductible Plans

Kaiser Permanente for Individuals and Families—Deductible Plans

Our deductible plans are another option for you to get the health care you need that fits your budget. The main difference between deductible plans and copayment plans is the amount you pay for care when you go to the doctor or hospital. With a deductible plan, you'll pay more for care at the time of service because you pay lower monthly premiums up front. **Medical review is required.**

What's a deductible?

You may know about deductibles from other insurance plans you've purchased, like home or auto insurance policies. Our deductible plans work in much the same way. Your plan has a set amount known as the medical deductible. Each calendar year, you pay the full charges out of pocket for certain care and services until you reach your deductible.

Paying up front

For doctor's office visits and preventive care services, you'll only pay a copayment or coinsurance, even if you haven't met your deductible yet. Once you meet your deductible, we pay for most covered services (not including applicable copayments or coinsurance) for the rest of the calendar year. On January 1 of the next year, you start over and pay full charges for your care until you reach your deductible.

These charts are only a summary. See the Individual Plan Membership Agreement and Disclosure Form and the Evidence of Coverage for more information. Benefits listed are for calendar year 2009. Benefits may change as of January 1, 2010.

Kaiser Permanente for Individuals and Families—Deductible Plans (continued)

DEDUCTIBLE 30/1300	DEDUCTIBLE 40/3000 NM	DEDUCTIBLE 30/3000 NM
MEDICAL CALENDAR-YEAR DEDUCTIBLE		
INDIVIDUAL (self-enrollment, one member) \$1,500	\$3,000	\$5,000
FAMILY (two or more members): Any one member \$1,500 Entire family \$3,000	No dependent coverage	No dependent coverage
BENEFITS		
ROUTINE OFFICE VISIT	\$40 per visit	\$50 per visit after deductible
HOSPITALIZATION	\$500 per day after deductible	20% coinsurance per admission after deductible
EMERGENCY DEPARTMENT	\$150 per visit after deductible	\$150 per visit after deductible
AMBULANCE SERVICES	\$150 per trip after deductible	\$150 per trip after deductible
OUTPATIENT SURGERY	\$250 per procedure after deductible	20% coinsurance per procedure after deductible
ROUTINE LAB TESTS/X-RAY	\$10 per encounter after deductible	\$10 per encounter after deductible
PREScription (per prescription)	Plan Pharmacy (up to a 30-day supply)	Plan Pharmacy (up to a 30-day supply)
Plan Pharmacy (up to a 30-day supply)	Generic: \$10 Brand: \$35	Generic: \$10 Brand: \$35
Mail-order (up to a 100-day supply)	Generic: \$20 Brand: \$70	Not covered

HSA-Qualified Plans³

Kaiser Permanente for Individuals and Families—HSA-Qualified Plans

If you're looking to continue your Kaiser Permanente coverage, an HSA-qualified plan may be right for you.

Our HSA-qualified deductible plans help you manage your personal health as well as your financial health. They combine a health savings account (HSA) with an HSA-qualified deductible plan. So you can use pretax dollars for contributions to your HSA, plus you have access to Kaiser Permanente's health care services at a lower monthly premium. **Medical review is required.**

What is a health savings account (HSA)?

An HSA is a savings account that works in conjunction with an HSA-qualified deductible plan. You can withdraw money tax-free to use for qualified medical expenses, or grow the account and use the funds for qualified medical expenses in the future, even after you retire. You can withdraw funds at any time to pay for a qualified medical expense, including most medical expenses not covered by your health plan. These can include:

- Deductibles, copayments, and coinsurance
- Glasses, LASIK eye surgery, and contact lenses
- Dental and orthodontic services
- Prescription drugs
- Certain types of alternative medicine services
- Qualified long-term care services and premiums

For more information on HSAs, go to www.irs.gov/publications.

DEDUCTIBLE 0/1500 with HSA	DEDUCTIBLE 0/2700 with HSA
MEDICAL CALENDAR-YEAR DEDUCTIBLE	
INDIVIDUAL (self-enrollment, one member) \$1,500	\$2,700
FAMILY (two or more members): Any one member \$3,000	\$5,450 Entire family \$3,000
BENEFITS	
ROUTINE OFFICE VISIT	No charge after deductible
HOSPITALIZATION	No charge after deductible
EMERGENCY DEPARTMENT	No charge after deductible
AMBULANCE SERVICES	No charge after deductible
OUTPATIENT SURGERY	No charge after deductible
ROUTINE LAB TESTS/X-RAY	No charge after deductible
PREScription (per prescription)	No charge after deductible
Plan Pharmacy (up to a 30-day supply)	No charge after deductible
Mail-order (up to a 100-day supply)	No charge after deductible

These charts are only a summary. See the Individual Plan Membership Agreement and Disclosure Form and the Evidence of Coverage for more information. Benefits listed are for calendar year 2009. Benefits may change as of January 1, 2010.

³ Tax references for HSA-qualified plans relate to federal income tax only.

**Kaiser Permanente for Individuals and Families—HSA-Qualified Plans
(continued)**

Senior Advantage Plan

DEDUCTIBLE 30/27/00 with HSA		DEDUCTIBLE 40/4500/NM with HSA*	DEDUCTIBLE 0/5000 W/H with HSA*
MEDICAL CALENDAR-YEAR DEDUCTIBLE			
INDIVIDUAL (self-enrollment, one member) \$2,700	\$4,000	\$5,000	
FAMILY (two or more members) Any one member \$5,450 Entire family \$5,450	No dependent coverage	No dependent coverage	
BENEFITS			
ROUTINE OFFICE VISIT \$30 per visit after deductible	\$40 per visit after deductible	No charge after deductible	
HOSPITALIZATION 30% coinsurance per admission after deductible	30% coinsurance per admission after deductible	No charge after deductible	
EMERGENCY DEPARTMENT 30% coinsurance per visit after deductible	\$150 per visit after deductible	No charge after deductible	
AMBULANCE SERVICES \$100 per trip after deductible	\$150 per trip after deductible	No charge after deductible	
OUTPATIENT SURGERY 30% coinsurance per procedure after deductible	30% coinsurance per procedure after deductible	No charge after deductible	
ROUTINE LAB TEST/X-RAY \$10 per encounter after deductible	\$10 per encounter after deductible	No charge after deductible	
PREScription (per prescription) Plan Pharmacy (up to a 30-day supply) Not covered	Generic: \$10 after deductible Brand: \$35 after deductible	Generic: No charge after deductible Brand: No charge after deductible	
Mail-order (up to a 100-day supply) Not covered	Generic: \$20 after deductible Brand: \$70 after deductible	Generic: No charge after deductible Brand: No charge after deductible	

If you have more questions about what is subject to the deductible, call **1-800-464-4000**.
 *This plan is underwritten by Kaiser Permanente Insurance Company (KPIC). KPIC is a subsidiary of Kaiser Foundation Health Plan, Inc.

This chart is only a summary. See the Individual Plan Membership Agreement and Disclosure Form and the Evidence of Coverage for more information. Benefits listed are for calendar year 2009. Benefits may change as of January 1, 2010.

SEXUAL

- demotion;
 - suspension;
 - failure to hire or consider for hire;
 - failure to give equal consideration in making employment decisions;
 - failure to make impartial employment recommendations; and
 - adversely affecting working conditions or otherwise denying any employment benefit to an individual.

This company has a policy against harassment due to sex, which includes sexual harassment, gender harassment and harassment due to pregnancy, childbirth or related medical conditions. If you are harassed, confront the harasser and ask him/her to stop. If you are unable to confront the harasser or are unsuccessful in doing so, report your complaint immediately as follows:

File your complaint with your supervisor (or with another supervisor if the complaint is against your immediate supervisor), the personnel administrator

H A R A S

Complaint Procedure

Sexual Harassment

Sexual Harassment Complaint Procedure

This company has a policy against harassment due to sex, which includes sexual harassment, gender harassment and harassment due to pregnancy, childbirth or related medical conditions. If you are harassed, confront the harasser and ask him/her to stop. If you are unable to confront the harasser or are unsuccessful in doing so, report your complaint immediately as follows:

Addition information

The Department of Fair Employment and Housing (DFEH) is the state agency that resolves complaints of unlawful discrimination, including sexual harassment. After a complaint is filed, the DFEH has one year to investigate the complaint.

The Fair Employment and Housing Commission (FEHC), headquartered in San Francisco, decides cases prosecuted by the DFEH at the state level. To contact the DFEH, consult your local telephone directory under State Government Offices or ask directory assistance for the number of Department of Fair Employment and Housing headquarters in Sacramento or write to Department of Fair Employment and Housing, 2014 T Street, Suite 210,

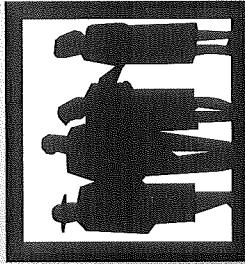
The Equal Employment Opportunity Commission (EEOC) is the federal agency that resolves sexual harassment claims. To contact the commission, consult directory assistance for Washington, D.C., or write to Equal Employment Opportunity Commission, 1801 L Street, NW, Washington, D.C., 20507.

If they find a complaint is justified, state and federal agencies have the power to order, among other actions, that the wronged party be hired, given back pay, promoted, reinstated or granted damages for emotional distress. The agencies also may issue a "cease and desist" order to prevent further unlawful activity and order the violator to pay large fines.

HURTS

1

EVERYONE



Notice to all Staff

Sexual harassment is prohibited by this company and is against the law.

Every employee and independent contractor should be aware of:

- what sexual harassment is;
- what steps to take if harassment occurs; and
- state law prohibiting retaliation for reporting sexual harassment

Please read this information sheet. If you have any questions or concerns about it, contact your supervisor, personnel department representative or your investigative officer for further information.

What is Sexual Harassment?

Although many people think of sexual harassment as involving a male boss and a female employee, not all sexual harassment is done by males. Sexual harassment often involves co-workers, other employees of the company or other persons doing business with or for the company. It's against the law for females to sexually harass males or other females, and for males to harass other males or females.

Examples: Touching, pinching, patting, grabbing, brushing against or poking another employee's body, hazing or initiation that involves a sexual component, requiring an employee to wear sexually suggestive clothing.

3. **Visual harassment** — derogatory posters, cartoons, or drawings.

Examples: Displaying sexual pictures, writings or objects, obscene letters or invitations, staring at an employee's anatomy, leering, sexually oriented gestures, mooning, unwanted love letters or notes.

4. **Sexual favors** — unwanted sexual advances which condition an employment benefit upon an exchange of sexual favors.

Examples: Continued requests for dates, any threat of demotion, termination, etc. if requested sexual favors are not given, making or threatening reprisals after a negative response to sexual advances, propositioning an individual.

It is impossible to define every action or all words that could be interpreted as sexual harassment. The examples listed above, along with the state definition of sexual harassment, are not meant to be a complete list of objectionable behavior nor do they always constitute sexual harassment.

Federal Law

Under federal law, unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when:

1. submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
2. submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individuals; or
3. such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

California Law

California law defines harassment due to sex as sexual harassment, gender harassment and harassment due to pregnancy, childbirth or related medical conditions.

1. **Verbal harassment** — epithets, derogatory comments or slurs.

Examples: Name-calling, belittling, sexually explicit or degrading words to describe an individual, sexually explicit jokes, comments about an employee's anatomy and/or dress, sexually oriented noises or remarks, questions about a person's sexual practices, use of patronizing terms or remarks, verbal abuse, graphic verbal/ commentaries about the body.

2. **Physical harassment** — assault, impeding or blocking movement, or any physical interference with normal work or movement, when directed at an individual.

Harassers Are Personally Liable

If you, as an employee, are found to have engaged in sexual harassment, or if you as a manager know

about the conduct and condone or ratify it, you may be personally liable for monetary damages. This company will not pay damages assessed against you personally.

In addition, this company will take appropriate disciplinary measures — termination is one possible action — against any employee who engages in sexual harassment.

How to Stop Sexual Harassment

1. **When possible, confront the harasser and ask him/her to stop.**

The harasser may not realize the advances or behavior are offensive. When it is appropriate and sensible, you may want to tell the harasser the behavior or advances are unwelcome, and must stop. Sometimes a simple confrontation will end the situation.

2. **You are strongly encouraged to report sexual harassment. Contact your supervisor, personnel department representative or other person designated by the company as investigative officers for sexual harassment.**

Sexual harassment or retaliation should be reported in writing or verbally. You may report such activities even though you were not the subject of the harassment.

3. **An investigation will be conducted.**

The company will investigate, in a discreet manner, all reported incidents of sexual harassment and retaliation.

4. **Appropriate action will be taken.**

Where evidence of sexual harassment or retaliation is found, disciplinary action, up to and including termination, may result.

Protection Against Retaliation

Company policy and California state law forbid retaliation against any employee who opposes sexual harassment, files a complaint, testifies, assists or participates in any manner in an investigation, proceeding or hearing conducted by the company, the Department of Fair Employment and Housing or the Fair Employment and Housing Commission.