

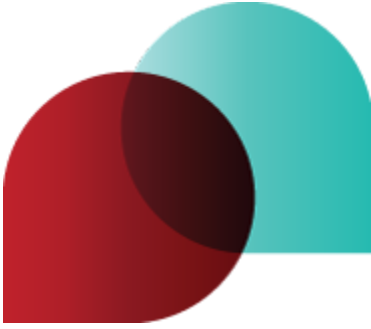


Employer Flexible™
Impact what matters™

New Employee Handbook

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Section A

Welcome to Employer Flexible

Call us Toll Free at 1-866-501-4942

Human Resources Department

hr@employerflexible.com

Phone: 281-377-7610

Fax: 281-377-7459

Toll Free: 1-888-983-5879

Benefits Department

Patient Advocacy Program

benefits@employerflexible.com

Phone: 281-377-7620

Fax: 281-598-7541

Toll Free: 1-888-983-5880

Payroll Department

payrolladmin@employerflexible.com

Phone: 281-377-7640

Fax: 281-248-8879

Toll Free: 1-888-983-5882

Risk Department

risk@employerflexible.com

Phone: 281-377-7630

Dallas Market

Main Line: 972-401-3500

Human Resources: 972-996-1864

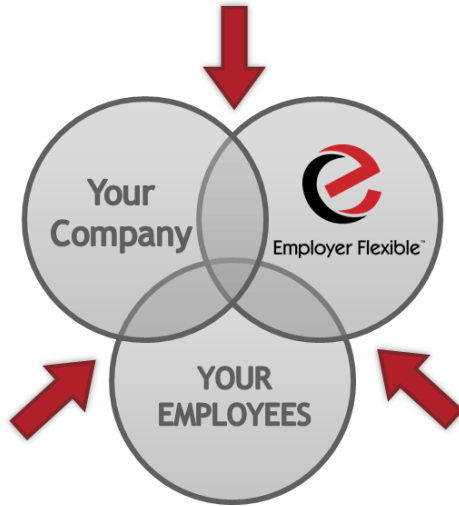
San Antonio Market

Main Line: 210-447-6520

*All departments can be reached by calling
our toll free number at 1-866-501-4942.*

What does the PEO relationship entail?

Co-Employment Relationship



Daily Operations

Management
Decisions

Employee
Supervisions

Hiring and Firing

401k

Employee Benefits

Payroll and Tax
Processing

Risk Management and
Compliance

HR Services

<https://myhr.employerflexible.com>

Employer Flexible
A Better Way to do Business

Employee Login

Employer Login Employee Login Former Employee Login Supervisor Login Time Clock PDA Time Clock Login

welcome
to the Employer Flexible Human Resource Web Site.
This site provides you with access to payroll, benefit, and
policy information, as well as employment opportunities.

[Employee - Login to your Account](#)

Username:

Password:

login

[Forgot Password](#)

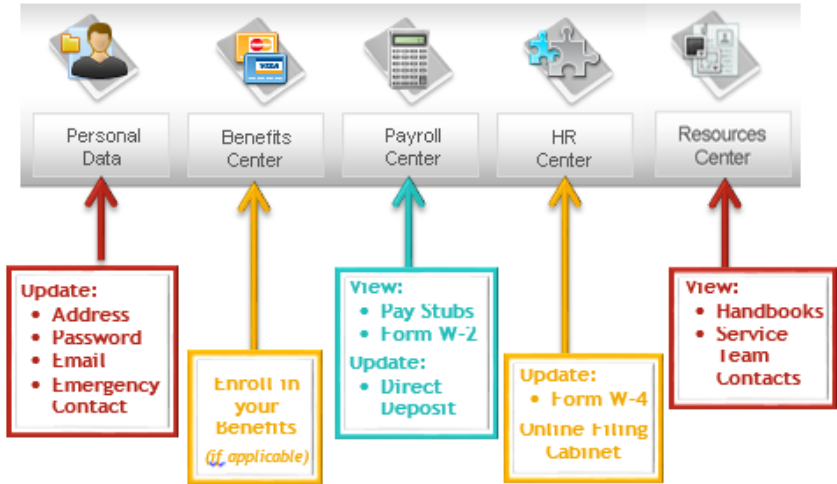
Login here

Forgot your password?
Click here!

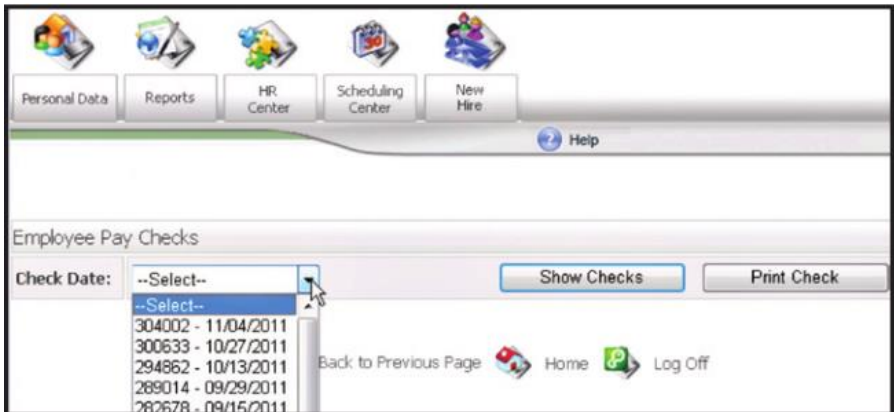
Accessing Your Paystub

You have access to all of your previous Employer Flexible paystubs at the click of a mouse.

<https://myhr.employerflexible.com>



Select which paystub you would like to view by Check Date.



Your Paystub Explained

ABC Company							
JANE DOE 12345 EFLEX LANE, HOUSTON, TX 12345							
ID	SSN	Payment ID	Check Number	Payment Date	Start Period	End Period	Filing Status
H01234567	***-**-1234	123456	1234567	01/15/2012	01/01/2012	01/15/2012	MAR - 1
Earnings				Taxes			
Description	Rate	Hours	Amount	Year-to-Date	Code	Withheld	Year-to-Date
Regular Hourly Pay	\$14.50	70.00	\$1015.00	\$1,015.00	FEDERAL	\$79.44	\$79.44
HOLIDAY PAY		5.00	\$72.50	\$72.50	FICA/SS	\$44.71	\$44.71
PAID TIME OFF		5.00	\$72.50	\$72.50	FICA/MED	\$15.43	\$15.43
Total Earnings		80.00	\$1,160.00	\$1,160.00	TX State Tax	\$0.00	\$0.00
						Total Taxes	\$139.58
							\$139.58
Benefits				Deductions			
Benefits	Amount	Year-to-Date		Deductions	Amount	Year-to-Date	
EFLEX AETNA 1500 EE	\$257.50	\$257.50		EFLEX HUM DENTAL LO PLAN EP	\$47.20	\$47.20	
EFLEX UNUM BASIC LIFE/AD&D	\$1.50	\$1.50		FLEXIBLE SPENDING ACCOUNT	\$38.46	\$38.46	
Total Benefits	\$259.00	\$259.00		EFLEX UNUM VOL TRM LIFE EE	\$3.05	\$3.05	
				HUMANA EFLEX VISION-EP	\$10.14	\$10.14	
				EFLEX UNUM VOL TRM LIFE ES	\$1.55	\$1.55	
				EFLEX UNUM VOL TRM LIFE EC	\$0.21	\$0.21	
				Total Deductions	\$100.65	\$100.65	
Net Wages							Deposit
							\$919.77
							Deposit
							\$38.46
							Net Deposit
							\$958.23
PTO							
Description	Hours Available	Hours Taken					
PTO HOURS	36.21	72.00					

- Basic Demographics
- Paystub Pay Period Dates
- W-4 Election
- Detailed Wage Breakdown & Summary
- Tax Withholding
- Employer Paid Benefits
- Employee Paid Deductions
- Take Home Pay
- Direct Deposit Allocation Including HAS Account funding, if applicable
- Paid Time Off Summary

The myHR app you've always wanted

From digital insurance cards, to instant payroll access, to personalized Employer Flexible contacts, myHR makes benefits easier to handle – just the way you want it.



Handle everything, everywhere you go.

The myHR app packs some serious perks — like stress-free benefits, secure account access for dependents, and digital insurance cards you can send directly to your healthcare provider.

- One-touch benefits access
- Digital insurance cards

*Benefit cards will only be shown if benefits are administered through Employer Flexible.



Keep your eye on your payroll.

There's a better way to keep an eye on your cash flow with Employer Flexible's myHR app. Easily access your most recent paycheck, view past statements and monitor your monthly payroll data — all without ever having to go online or talk to someone in your company's accounting department.

Instantly track:

- Earnings
- Taxes
- Deductions
- Net pay



Get timely answers and support.

No more combing through old files and archived emails just to find the right person to contact — myHR automatically links your personal account with your company's dedicated Employer Flexible team, so the answers you need are always within reach.

- Responsive insight and support
- Dedicated service team

Download "EF-myHR" today.



Download the app and use your myHR username and password to login. If you don't know your login information, you can request it through the app. Accessing your payroll information will require a PIN number, which will be the last 4 digits of your Social Security Number.





Section B

Orientation

Handbook

Welcome to Employer Flexible HR, LLC

Dear Employee:

Your company has made an important decision, one that will result in a mutually beneficial relationship. They have arranged for the services of a Professional Employer Organization, Employer Flexible HR, LLC to help administer payroll, provide employee benefits, assist with human resources and risk management. You are an employee of both companies. Employer Flexible HR, LLC handles human resources responsibilities such as payroll, benefits and provides administrative support, while your worksite employer handles the direction of your work as it relates to their business. Our aim is to provide your worksite employer with the best human resources services possible. As you will quickly discover, our success is based on delivering high-quality customer service. How do we do it? By working very hard, thinking about our customers' needs, and doing whatever it takes. We do it by treating each other and our customers with respect. We do it by acting as a team. Welcome to the team.

The orientation policies are a source of important information about your employment but are not intended to anticipate every situation about your employment. A more comprehensive policy manual may be available at a later date. While every attempt has been made to ensure that these policies are consistent with state and federal law, if an inconsistency arises the policy will be enforced with the applicable law. With the exception of employment-at-will, these policies may be revised, or varied from whenever Employer Flexible HR, LLC determines that such action is warranted. These policies are not an employment contract, express or implied, nor a promise of specific treatment in any given situation. Please note that your employment-at-will status does not change. If the contractual relationship between Employer Flexible HR, LLC and your worksite employer is terminated for any reason, you will no longer be an employee of Employer Flexible HR, LLC and you will receive notification regarding the disposition of your final paycheck and your benefits.

Please be reminded that it is the employee's responsibility to notify Employer Flexible HR, LLC of any changes in name, address, telephone number, marital status, number of dependents, military service status, beneficiaries or person to notify in case of an accident.

Should you have any questions concerning this handbook, your employment or benefits, please feel free to discuss them with your supervisor or contact your Employer Flexible HR, LLC representative.

Again, welcome!

Equal Employment Opportunity Policy

Your company and Employer Flexible HR, LLC provide equal opportunity in all of our employment practices to all qualified employees and applicants without regard to race, color, religion, gender, national origin, age, disability, marital status, military status or any other category protected by federal, state and local laws. This policy applies to all aspects of the employment relationship, including recruitment, hiring, compensation, promotion, transfer, disciplinary action, layoff, return from layoff, training and social, and recreational programs. All such employment decisions will be made without unlawfully discriminating on any prohibited basis.

Any employees with questions or concerns about any type of discrimination in the workplace are encouraged to bring these issues to the attention of their immediate supervisor and their Employer Flexible HR, LLC Human Resources professional. Employees can raise concerns and make reports without fear of reprisal. Anyone found to be engaging in any type of prohibited discrimination will be subject to disciplinary action, up to and including termination of employment.

Genetic Information Nondiscrimination Act

Title II of the Genetic Information Nondiscrimination Act (GINA) of 2008 protects applicants and employees from discrimination based on genetic information in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral and other aspects of employment. GINA also restricts employers' acquisition of genetic information and strictly limits disclosure of genetic information. Genetic information includes information about genetic tests of applicants, employees or their family members; the manifestation of diseases or disorders in family members (family medical history); and requests for a receipt of genetic services by applicants, employees or their family members.

I-9 Immigration Reform

Our policy is to comply with the Immigration Reform and Control Act, employing only those persons who are legally eligible to work in the United States. Under the Immigration Reform and Control Act of 1986 we may employ only United States citizens and non-citizens who are authorized to work in the United States. All employees are asked on their first day of employment to provide original documents verifying the right to work in the United States and to sign a verification form required by federal law (Form I-9). If an individual cannot verify his or her right to work within three days of hire, the Company must terminate his or her employment.

Americans with Disabilities Act

Your worksite employer and Employer Flexible HR, LLC are committed to complying fully with the Americans with Disabilities Act (ADA) and applicable state laws by ensuring equal opportunity in employment for qualified persons with disabilities. All employment practices and activities are conducted on a non-discriminatory basis. Reasonable accommodation is available to all disabled employees, where their disability affects the performance of essential job functions, and where such accommodation does not pose an undue hardship to your worksite employer and Employer Flexible HR, LLC. All employment decisions are based on the merits of the situation in accordance with defined criteria, not the disability of the individual.

Guidelines for Appropriate Conduct

Your worksite employer and Employer Flexible HR, LLC employees are expected to accept certain responsibilities, follow acceptable business principles in matters of conduct, and exhibit a high degree of integrity at all times. This not only involves sincere respect for the rights and feelings of others, but also demands that employees refrain from any behavior that might be harmful to themselves, co-workers, the Company, or that might be viewed unfavorably by current or potential clients or by the public at large. Employee conduct reflects on your worksite employer and Employer Flexible HR, LLC Employees are, consequently, encouraged to observe the highest standards of professionalism at all times.

Types of behavior and conduct that the Company considers inappropriate include, but are not limited to, the following:

Conduct

- Violating the Company's anti-harassment policy;
- Behaving in a manner that causes discord in the workplace or with clients;
- Fighting or using obscene, abusive, or threatening language or gestures;
- Unauthorized possession of firearms on the Company premises or while on Company business;
- Discourteous to co-workers and/or patients/clients/customers;
- Inappropriate Computer usage.

Employment

- Misrepresentation of skill-set during pre-employment interviewing process;
- Falsifying employment or other Company records;
- Disregarding safety or security regulations;
- Insubordination, failure or refusal to do work assigned;

- Unsatisfactory job performance;
 - Excessive failure to clock in/out, permitting another employee or clocking in/out for another employee;
 - Working beyond scheduled shift hours without managerial approval;
 - Excessive absenteeism or tardiness;
 - Failure to report absence;
 - Leaving the place of work without permission;
 - Smoking in an unauthorized area;
 - Soliciting, accepting, or participating in gratuities or political propaganda from, or with, patients/clients/customers in excess of the policy.
- **Confidentiality**
 - Failing to maintain the confidentiality of Company or client information;
 - Breach of HIPAA regulations;
 - Gossiping and Maligning;
- **Theft**
 - Unauthorized use of the company name or credit for vendor relationships, personal gain, or personal use;
 - Unauthorized purchases or returns of company property and / or supplies as unauthorized expenses will not be reimbursed;
 - Non-approved use of the company's intellectual property
 - Excessive, unnecessary, or unauthorized use of company property and supplies, particularly for personal purposes;
 - Theft of property from co-workers, patients/clients/customers or the company.
- **Drug / Alcohol**
 - Reporting to work under the influence of drugs or alcohol, and the illegal manufacture, possession, use, sale, distribution or transportation of drugs;
 - Bringing or using alcoholic beverages on the Company property or using alcoholic beverages while engaged in Company business off the Company's premises, except where authorized;
 - Refusal to submit to a random or reasonable suspicion drug screen.

Should your performance, work habits, overall attitude, conduct or demeanor become unsatisfactory based on violations either of the above or of any other policies, rules, or regulations of your worksite employer and/or Employer Flexible HR, LLC, you will be subject to disciplinary action, up to and including termination.

Anti-Harassment Policy

Should your performance, work habits, overall attitude, conduct or demeanor become unsatisfactory based on violations either of the above or of any other policies, rules, or regulations of your worksite employer and/or Employer Flexible HR, LLC, you will be subject to disciplinary action, up to and including termination, and, where relevant, criminal or civil charges will be filed.

Employer Flexible HR, LLC and your company strive to provide an environment that is free from all forms of discrimination and conduct that can be considered harassing, coercive or disruptive, including sexual harassment.

The term harassment includes, but is not limited to, slurs, jokes and other verbal, non-verbal or physical behavior relating to a person's gender (including pregnancy), race, color, religion, national origin, age, physical or mental disability or any other protected category under federal or state law prohibited. While it is not easy to define what is harassment, examples include verbal (including improper joking or teasing) or physical conduct that denigrates or shows hostility or aversion toward any employee because of his or her protected status. Sexual harassment can include all of the above actions as well as other unwelcome conduct such as unwelcome or unsolicited sexual advances, requests for sexual favors, conversations regarding sexual activities and other verbal or physical conduct of a sexual nature when:

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

Specifically, harassment includes sexual behavior such as:

- Repeated sexual flirtations, advances or propositions
- Continued and repeated verbal abuse of a sexual nature
- Sexually related comments and joking
- Degrading comments about an employee's appearance
- Displaying sexually suggestive objects, social network messaging, internet websites, pictures, cartoons and e-mail
- Any uninvited physical contact or touching

Such conduct may constitute sexual harassment regardless of whether the conduct is between members of management, between management and staff employees, between staff employees, or directed at employees by non-employees conducting business with the Company, regardless of gender or intent.

If you have been subject to or witnessed behavior that is prohibited by this policy, or if you otherwise believe that someone had violated this policy (whether or not that person is a coworker, manager, vendor, client or customer), you should bring the matter to the attention of your supervisor and call your Employer Flexible HR, LLC Human Resources professional. If, however, your supervisor is the person toward whom the complaint is directed or if you don't feel comfortable complaining to your supervisor, then take your complaint to the next higher management level and/or call your Employer Flexible HR, LLC Human Resources professional.

Your concerns will be promptly investigated. All harassment complaints will be kept confidential to the extent possible, consistent with the conduct of a full and fair investigation. Communications will be made to others only on a limited "need to know" basis. If you make a complaint under this policy and have not received a satisfactory response, you should contact the Director of Human Resources for Employer Flexible HR, LLC at (866) 501-4942.

Upon completion of the investigation, all necessary corrective measures will be taken. These measures may include, but are not limited to training, counseling, warning, suspension, or immediate termination. Anyone, regardless of position or title, found through investigation to have engaged in improper harassment will be subject to discipline up to and including discharge. If the investigation is inconclusive, Employer Flexible HR, LLC and your worksite employer may still provide counseling or take other appropriate steps.

Employer Flexible HR, LLC and your worksite employer prohibit any form of discipline or retaliation for reporting incidents of harassment in violation to this policy, pursuing any such claim or cooperating in the investigation of such reports.

Drug and Alcohol Free Workplace Policy

Your company and Employer Flexible HR, LLC, strive to maintain a workplace free of drugs and alcohol and to discourage drug and alcohol abuse by its employees. Misuse of alcohol or drugs by employees can impair the ability of employees to perform their duties, as well as adversely affect our customers' confidence in our company and is grounds for immediate termination.

Alcohol

Employees are prohibited from using or being under the influence of alcohol while performing company business, while operating a motor vehicle in the course of business or for any job-related purpose, or while on company premises or a worksite.

Illegal Drugs

Employees are prohibited from using or being under the influence of illegal drugs while performing company business or while on a company facility or worksite. You may not use, manufacture, distribute, purchase, transfer or possess an illegal drug while at any company facility, while operating a motor vehicle for any job-related purpose, while on the job, or while performing company business. This policy does not prohibit the proper use of medication under the direction of a physician; however, misuse of such medications is prohibited.

Disciplinary Action

Employees who violate these policies may be disciplined or terminated, even for a first offense. Violations include refusal to consent to and comply with testing and search procedures as described.

Searches

Your company and Employer Flexible HR, LLC may conduct searches for illegal drugs or alcohol on company facilities or worksites without prior notice to employees. Such searches may be conducted at any time. Employees are expected to cooperate fully. Searches of employees and their personal property may be conducted when there is reasonable suspicion to believe that the employee has violated this policy or when circumstances or workplace conditions justify such a search. Personal property may include, but is not limited to, purses, boxes, briefcases, as well as any company property that is provided for employees' personal use, such as desks, lockers, and files. An employee's consent to a search is required as a condition of employment and the employee's refusal to consent may result in disciplinary action, including termination.

Drug Testing

Your company and/or current position may already require a blood

test, urinalysis, hair test or other drug or alcohol screening of employees suspected of using or being under the influence of drugs or alcohol or where other circumstances or workplace conditions justify such testing . All employees are required to be tested post- accident within 24 hours of the accident and may be required to test randomly or upon reasonable suspicion. The refusal to consent to testing may result in disciplinary action, including termination. Violations may also have legal consequences.

Safety Policy/Accident Reporting

Employer Flexible HR, LLC and your company strive to maintain a safe and healthy environment for all employees. Some of the best safety improvement ideas come from employees. If you have ideas, concerns, or suggestions for improved safety in the workplace, you are encouraged to raise them with your supervisor or with another supervisor, manager, or an Employer Flexible HR, LLC Human Resources professional. Reports and concerns about workplace safety issues may be made anonymously if the employee wishes. All reports can be made without fear of reprisal.

If you or another employee is injured, contact your supervisor or manager immediately, no matter how insignificant an injury may seem at the time. Seek help from outside emergency response agencies, if needed. Contact Employer Flexible HR, LLC at (866) 501-4942 so that a Supervisor and Employee Report of Accident Form can be completed. If your inquiry does not require medical attention, you must still complete a Supervisor and Employee Report of Accident Form in case medical treatment is later needed and to ensure that any existing safety hazards are corrected. All employees will be tested for alcohol and drug following an accident and are required to submit to a post-accident drug use within 24 hours.

Each employee is expected to obey safety rules and to exercise caution in all work activities. You must comply with all occupational safety and health standards and regulations established by the Occupational Safety and Health Act and state and local regulations. Failing to report or, where appropriate, remedy safety violations, may be considered sufficient cause for disciplinary action, up to and including suspension or termination of employment. Employer Flexible HR, LLC and your worksite employer provide a comprehensive workers' compensation insurance program at no cost to employees. This program covers any injury or illness sustained in the course of employment that requires medical, surgical, or hospital treatment. Subject to applicable legal requirements, workers' compensation insurance provides benefits after a short waiting period or, if the employee is hospitalized, immediately.

The worksite company, Employer Flexible HR, LLC nor the insurance

carrier will be liable for the payment of any injuries or damages that occur during an employee's voluntary participation in any off-duty recreational, social, or athletic activity sponsored by the company.

Leave of Absence

Family Medical Leave of Absence (FMLA Leave)

You may be eligible for family and medical leave, by which you may take up to 12 weeks unpaid leave within any 12 month period and be restored to the same or an equivalent position upon your return from leave provided you: (1) have worked for Employer Flexible HR, LLC or an otherwise covered worksite employer for at least 12 months, (2) have worked for at least 1,250 hours in the last 12 months, and (3) are employed at a worksite that has 50 or more employees within 75 miles from the location from which you were assigned.

Reasons for Leave

You may take up to twelve weeks of unpaid leave for any of the following reasons:

- (1) The birth of a son or daughter and to care for such son or daughter;
- (2) The placement of a son or daughter with you for adoption or foster care and to care for the newly placed son or daughter;
- (3) To care for a spouse, son, daughter or parent ("covered relation") with a serious health condition; or
- (4) Because of your own serious health condition which renders you unable to perform an essential function of your position.

Leave because of reasons (1) and (2) must be completed within the 12 month period beginning on the date of birth or placement

Qualifying family members of the armed forces may take leave for the following reasons:

- (1) Qualifying exigency family leave, up to twelve weeks; or
- (2) Military caregiver family leave, up to 26 weeks.

Contact your Employer Flexible HR, LLC Human Resources representative for specific details regarding your FMLA eligibility. General FMLA regulations can be found on the Equal Employment Opportunity Commission (EEOC) website at <https://www.eeoc.gov>.

Military/Jury Duty/Witness Leave of Absence

Employer Flexible HR, LLC and your worksite employer will provide you with any leaves of absence required by law, such as jury duty or military leave in accordance with the particulars of those laws. If you are interested in your worksite employer's time off policies relating to vacation, sick leave, personal leaves of absence, etc., please refer to the policy manual for your worksite or ask your supervisor.

Consolidated Omnibus Budget Reconciliation Act

You are receiving this notice because you have recently become covered under a group health plan (the Plan). This notice contains important information about your right to COBRA continuation coverage, which is a temporary extension of coverage under the Plan. This notice generally explains COBRA continuation coverage, when it may become available to you and your family, and what you need to do to protect the right to receive it. The right to COBRA continuation coverage was created by a federal law, the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). COBRA continuation coverage can become available to you when you would otherwise lose your group health coverage. It can also become available to other members of your family who are covered under the Plan when they would otherwise lose their group health coverage. For additional information about your rights and obligations under the Plan and under federal law, you should review the Plan's Summary Plan Description or contact the Plan Administrator.

COBRA continuation coverage is a continuation of Plan coverage when coverage would otherwise end because of a life event known as a "qualifying event." Specific qualifying events are listed later in this notice. After a qualifying event, COBRA continuation coverage must be offered to each person who is a "qualified beneficiary." You, your spouse, and your dependent children could become qualified beneficiaries if coverage under the Plan is lost because of the qualifying event. Under the Plan, qualified beneficiaries who elect COBRA continuation coverage must pay for COBRA continuation coverage. You will have the ability to continue coverage through COBRA or State Continuation, whichever is applicable to your plan. If you are an employee, you will become a qualified beneficiary if you lose your coverage under the Plan because either one of the following qualifying events happens:

(1) Your hours of employment are reduced, or your employment ends for any reason other than your gross misconduct.

If you are the spouse of an employee, you will become a qualified

beneficiary if you lose your coverage under the Plan because any of the following qualifying events happens:

- (1) Your spouse dies;
- (2) Your spouse's hours of employment are reduced;
- (3) Your spouse's employment ends for any reason other than his or her gross misconduct;
- (4) Your spouse becomes entitled to Medicare benefits (under Part A, Part B, or both); or
- (5) You become divorced or legally separated from your spouse.

Your dependent children will become qualified beneficiaries if they lose coverage under the Plan because any of the following qualifying events happens:

- (1) The parent-employee dies;
- (2) The parent-employee's hours of employment are reduced;
- (3) The parent-employee's employment ends for any reason other than his or her gross misconduct;
- (4) The parent-employee becomes entitled to Medicare benefits (Part A, Part B, or both);
- (5) The parents become divorced or legally separated; or
- (6) The child stops being eligible for coverage under the plan as a "dependent child."

When is COBRA Coverage Available?

The Plan will offer COBRA continuation coverage to qualified beneficiaries only after the Plan Administrator has been notified that a qualifying event has occurred. When the qualifying event is the end of employment or reduction of hours of employment, death of the employee, or the employee's becoming entitled to Medicare benefits (under Part A, Part B, or both), the employer must notify the Plan Administrator of the qualifying event.

You Must Give Notice of Some Qualifying Events

For the other qualifying events (divorce or legal separation of the employee and spouse or a dependent child's losing eligibility for coverage as a dependent child), you must notify the Plan Administrator within 60 days after the qualifying event occurs. You must provide this notice to the plan contact address below.

How is COBRA Coverage Provided?

Once the Plan Administrator receives notice that a qualifying event has occurred, COBRA continuation coverage will be offered to each of the qualified beneficiaries. Each qualified beneficiary will have an independent right to elect COBRA continuation coverage. Covered

employees may elect COBRA continuation coverage on behalf of their spouses, and parents may elect COBRA continuation coverage on behalf of their children.

COBRA continuation coverage is a temporary continuation of coverage. When the qualifying event is the death of the employee, the employee's becoming entitled to Medicare benefits (under Part A, Part B, or both), your divorce or legal separation, or a dependent child's losing eligibility as a dependent child, COBRA continuation coverage lasts for up to a total of 36 months. When the qualifying event is the end of employment or reduction of the employee's hours of employment, and the employee became entitled to Medicare benefits less than 18 months before the qualifying event, COBRA continuation coverage for qualified beneficiaries other than the employee lasts until 36 months after the date of Medicare entitlement. For example, if a covered employee becomes entitled to Medicare 8 months before the date on which his employment terminates, COBRA continuation coverage for his spouse and children can last up to 36 months after the date of Medicare entitlement, which is equal to 28 months after the date of the qualifying event (36 months minus 8 months). Otherwise, when the qualifying event is the end of employment or reduction of the employee's hours of employment, COBRA continuation coverage generally lasts for only up to a total of 18 months. There are two ways in which this 18-month period of COBRA continuation coverage can be extended.

Disability extension of 18-month period of continuation coverage

If you or anyone in your family covered under the Plan is determined by the Social Security Administration to be disabled and you notify the Plan Administrator in a timely fashion, you and your entire family may be entitled to receive up to an additional 11 months of COBRA continuation coverage, for a total maximum of 29 months. The disability would have to have started at some time before the 60th day of COBRA continuation coverage and must last at least until the end of the 18-month period of continuation coverage. In order to obtain this extension, send a copy of the disability award letter and written letter requesting the extension before expiration of the original 18-month COBRA period to the plan contact and address below.

Second qualifying event extension of 18-month period of continuation coverage

If your family experiences another qualifying event while receiving 18 months of COBRA continuation coverage, the spouse and dependent children in your family can get up to 18 additional months of COBRA continuation coverage, for a maximum of 36 months, if notice of the second qualifying event is properly given to the Plan. This extension may

be available to the spouse and any dependent children receiving continuation coverage if the employee or former employee dies, becomes entitled to Medicare benefits (under Part A, Part B, or both), or gets divorced or legally separated, or if the dependent child stops being eligible under the Plan as a dependent child, but only if the event would have caused the spouse or dependent child to lose coverage under the Plan had the first qualifying event not occurred.

If You Have Questions

Questions concerning your Plan or your COBRA continuation coverage rights should be addressed to the contact or contacts identified below. For more information about your rights under ERISA, including COBRA, the Health Insurance Portability and Accountability Act (HIPAA), and other laws affecting group health plans, contact the nearest Regional or District Office of the U.S. Department of Labor's Employee Benefits Security Administration (EBSA) in your area or visit the EBSA website at www.dol.gov/ebsa. (Addresses and phone numbers of Regional and District EBSA Offices are available through EBSA's website.)

Keep Your Plan Informed of Address Changes

In order to protect your family's rights, you should keep the Plan Administrator informed of any changes in the addresses of family members. You should also keep a copy, for your records, of any notices you send to the Plan Administrator.

Plan Contact Information:

**Employer Flexible
COBRA Department
7102 N. Sam Houston Parkway W. #200
Houston, TX 77064
1.888.983.5880
281.377.7600**



Section C

Workers' Compensation

Handbook

Workers' Compensation

If you are injured at work, tell your supervisor or employer as soon as you can. The enclosed information will help you to seek care for your injury. Also, your employer will help with any questions about how to get treatment through the designated treatment center that accepts workers compensation plans. You may also contact your workers' compensation insurer for any questions about your care and treatment for a work related injury. Your employer and Employer Flexible have formed a team to provide timely health care for injured workers. The goal is to return you to work as soon as it is safe to do so.

The designated treatment center must arrange for services, including referrals to specialists, to be accessible to an employee on a timely basis on request and within the time appropriate to the circumstances and condition of the injured employee, but not later than 21 days after the date of the request.

Your Rights and Obligations

How do I find out which doctors are in my HCN?

If you are hurt at work and you live in the network service area, you must choose a treating doctor from the insurance carrier's network.

Treating doctors have been identified as;

- The primary doctor who will give care for your workers' compensation injury
- List of designated treating doctors are available from your workers compensation insurance carrier internet site or
- From the designated treatment center (DTC) posted in the workplace.

Contact the Risk department of Employer Flexible Risk Control for further details at 888.983.4802 or email at risk@employerflexible.com

Choosing a Treating Doctor

This is required for you to receive coverage of the costs for the care of your work related injury. If at the time you are injured you belong to a health maintenance organization (HMO), you may choose your HMO primary care physician as your treating doctor. You must have chosen the doctor as your primary care doctor prior to your injury. We will approve the choice of your HMO doctor if he or she agrees to the terms of the network contract. The doctor must also agree to abide by applicable laws. If you were injured before your insurer contracted with the network and you live in the service area, you must choose a network treating doctor. You need to select a new treating doctor within 14 days of receiving this notice. If you do not make a choice within 14 days, the HCN will select a treating doctor for you. You may also request a doctor you chose as your HMO primary care doctor before you were hurt. You must do this upon receipt of this notice.

If your treating doctor leaves the network we will tell you in writing. You will have the right to choose another treating doctor from the list of network doctors. If your doctor leaves the network and you have a life threatening or acute condition for which a disruption of care would be harmful to you, your doctor may request that you treat with him or her for an extra 90 days.

If you believe you live outside of the service area, you may request a service area review by calling your insurer and asking for the HCN network representative at the 1-866 number below. You should provide proof to support your belief. Within 7 days of receiving your request for review, the insurer will notify you of its decision in writing.

If you do not agree with the final decision of the insurer you have the right to file a complaint with the Texas Department of Insurance. Your complaint must include your name, address, telephone number, a copy of the insurer's decision and any proof you sent to the insurer for review. A complaint form is available on the department's web site at www.tdi.state.tx.us. You may also ask for a form by writing to the HMO Division, Mail Code 1 03-6A, Texas Department of Insurance, PO Box 149104, Austin, Texas 78714-9104.

When waiting for the insurer to make a decision or the Texas Department of Insurance to review your complaint, you may choose to receive all health care from the network. You may be required to pay for health care services received out of the network if it is finally decided that you do live in the network's service area.

It may happen that you become dissatisfied with your first choice of a treating doctor. You can select an alternate treating doctor from the list of network treating doctors in the service area where you live. We will not deny a choice of an alternate treating doctor. Before you can change treating doctors a second time, you must get permission from us.

Referrals

Except for emergency services, your treating doctor will provide all your health care. You do not have to get a referral if you have an emergency health condition. The Network must arrange for services, including referrals to specialists, to be accessible to an employee on a timely basis on request and within the time appropriate to the circumstances and condition of the injured employee, but not later than 21 days after the date of the request.

Payment for Health Care and Limitations of Accessibility

Network doctors have agreed to look to the insurer for payment for your health care. They will not look to you for payment. If you obtain health care from a doctor who is not in the network without prior approval from Health Care Network, you may have to pay for the cost of that care. You may only access non-network health care providers and still be eligible for coverage of your medical costs if one of the following situations occurs.

- Emergency care is needed. You should go to the nearest hospital or emergency care facility.
- You do not live within the service area of the network.
- Your treating doctor refers you to an out of network provider or facility. This referral must be approved by the Workers Compensation Care Network, you have chosen your HMO primary care doctor. Your doctor must agree to abide by the state workers compensation network contract and applicable laws.

Upon receipt of a complaint, you will be sent an acknowledgement letter within 7 days. The letter will describe the network's complaint procedures and deadlines.

Texas law does not permit any healthcare company to retaliate against you if you file a complaint against the network. We also can not retaliate if you appeal the decision of the network. The law also does not permit us to retaliate against your treating doctor if he or she files a complaint against the network or appeals the decision of the network on your behalf. You also have the right to file a complaint with the Texas Department of Insurance. The Texas Department of Insurance complaint form is available on the department's web site at www.Tdi.state.tx.us or you may request a form by writing to the HMO Division, Mail Code 1 03-6A, Texas Department of Insurance, P.O. Box 149104 Austin, Texas 78714-9104.

What to do if You are Injured While on the Job

If you are injured while on the job tell your employer as soon as possible. A list of network treating doctors in your service area is posted at your worksite. A complete state directory is also available on-line at the workers compensation insurance carrier's website from your network representative or case manager. We will help you get an appointment with a network doctor. Your case manager can also help you with any questions you have regarding access to care.

In Case of an Emergency

If you are injured and it is an emergency, you should seek treatment at the nearest emergency facility as soon as possible. This also applies if you are injured outside the service area and if you are injured after normal business hours.

After you receive emergency care, you may need ongoing care. You will need to select a network doctor from the list that your employer has given you. The doctor you choose will oversee the care you receive for your work related injury. Except for emergency care you must obtain all health care and specialist referrals through your treating doctor.

Emergency care does not need to be approved in advance. "Medical emergency" is defined in Texas laws. It is a medical condition that comes up suddenly. There are acute symptoms that are severe enough that a reasonable person would believe that you need immediate care or you would be harmed. That harm would include your health or bodily functions being in danger or a loss of function of any body organ or part.

Non-Emergency Care

Report your injury to your employer as soon as you can. Select a network treating doctor from the list given to you by your employer. Go to that doctor to be treated.

Treatment prescribed by your doctor may need to be approved in advance. You or your doctor are required to request approval from the Insurer or the network for a specific treatment or services before the treatment or service is provided. You may continue to need treatment after the approved treatment is provided. For example, you may need to stay more days in the hospital than what was first approved. If so, the added treatment must be approved in advance.

The number to call to request one of these treatments is 888.983.4802.

If a treatment or service request is denied, we will send you a written non-certification (adverse determination) notice. This written notice will have information about your right to request a reconsideration of the denied treatment. The notice will also tell you about your right to request review by an Independent Review Organization through the Texas Department of Insurance.

You may call Employer Flexible at 1- 888-983-5881 or send in writing a request for reconsideration of the adverse determination not later than the 30th day of receipt of non-certification notice.

We will provide written notification of the determination of the request of reconsideration but, not later than the 30th day after the date the request was received.



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