

**CORRECTIONAL
DENTAL
ASSOCIATES**

EMPLOYEE HANDBOOK 2014

EMPLOYEE HANDBOOK 2014

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IMPORTANT NOTICE
AT WILL EMPLOYMENT RELATIONSHIP

The Correctional Dental Associates (CDA) Employee Handbook is a source of basic information about CDA. This Employee Handbook discusses our organizational philosophy, employment guidelines, policies and procedures, and employee compensation and benefits.

Although we hope that your employment relationship with CDA will be mutually rewarding and long-lasting, this CDA Employee Handbook should not be considered, and does not constitute, a promise of employment for any specific duration. The employment relationship is terminable at the will of the employee or employer. That specifically means that either the employee or CDA may end this relationship at any time, with or without notice and with or without cause.

The CDA Employee Handbook is not intended to create an express or implied employment contract; it is intended for informational purposes only. This Handbook is not binding on CDA. CDA retains the right to improve, modify, alter or delete programs, policies, services, and procedures described in this Employee Handbook, including discipline and/or discharge of employment procedures, without notice, unless such action would conflict directly with changes in federal or state law or other controlling authorities. Any such changes will apply to both existing as well as future employees. All decisions will be final with regard to CDA policy.

No representative of CDA, other than the President/CEO, has the authority to enter into any agreement for employment for any specified period of time or to make any promises or commitments contrary to these policies. Further, any employment agreement entered into by the President/CEO shall not be enforceable unless it is in writing and is signed by the President/CEO.

EMPLOYEE BENEFITS

The descriptions of benefits and eligibility included in this Employee Handbook are not intended to be complete. Specific information concerning insurance policies and other benefits are covered in separate documents which are available upon request from the CDA Administrative Office. If the CDA Employee Handbook conflicts with specific provisions of those documents or agreements, the documents or agreements will govern.

1. CDA CORPORATE OBJECTIVES

The Board of Directors and the CDA Administrative Staff adopt this statement of objectives to guide the officers and employees of the company in their endeavor to enhance their unique character and strengths and to ensure that they continue to flourish. The goals are:

- To require high standards of performance on the part of all officers and employees.
- To develop employee communications practices intended to promote understanding between employees and management concerning objectives, policies, procedures, problems, and other matters of mutual interest.
- To constantly improve our management systems, staff training, policies, procedures and facilities in an effort to increase our organization's effectiveness and efficiency.
- To maintain absolute integrity of all service standards relating to patients, contracting vendors, government representatives, suppliers, and the public.
- To answer the challenge of our market, to provide employees with opportunities and satisfactions commensurate with personal goals and abilities, and to maintain competitive employee salaries and benefits.

2. GENERAL PERSONNEL PRINCIPLES

- Employees are CDA’s most important asset. CDA’s growth and well-being and those of its employees are inseparable.
- Employees are encouraged, through dedication and professional development, to achieve their maximum potential at CDA.
- CDA is committed to providing full and equal employment opportunities to all persons without regard to sex, gender identity or expression, sexual or affectional orientation, race, color, creed, religion, national origin, nationality, ancestry, age, marital or parental status, political belief, citizenship, disability, genetic information, status as a partner in a civil union or veteran status, in accordance with applicable federal, state and local laws governing nondiscrimination in employment.
- Employees, in turn, are expected to give a full day’s work for a full day’s pay.
- While many employment policies apply company wide, discretion is left in some matters to operating units. Employees with questions about the policies applying to their job situation should consult first with their immediate supervisor.

3. STANDARDS OF CONDUCT: BEHAVIOR AND PERFORMANCE

It is important for employees to know, understand and accept as their own, the CDA Standard Operating Procedures, company policies and conditions of employment so that they are free to concentrate their efforts toward doing the kind of job that will give them the greatest sense of personal and professional satisfaction. Violation of any of these standards or policies may result in counseling and/or disciplinary action, up to and including dismissal.

CDA employees are expected to use common sense and reasonable judgment on the job. They are expected to meet the performance standards set out for their jobs, to follow the CDA Standard Operating Procedures, and to abide by company policies. Courtesy, tact, consideration, and respect for others should govern all relationships.

Failure to meet standards of performance, or to abide by CDA company policies and procedures, or the engagement in misconduct and/or inappropriate behavior on company time or company premises, can jeopardize employment. In addition to the standards and policies listed in this section and in other parts of the CDA Employee Handbook, the following are illustrative of some, but not all, situations that may result in counseling and/or disciplinary action, including dismissal with or without notice:

- Failure or inability to perform the job satisfactorily or properly (refer to the CDA Standard Operating Procedures).
- Failure to maintain required licenses or certifications
- Unauthorized use, sale or possession of controlled substances.

- Insubordination, chronic lack of cooperation, and poor attitude.
- Harassment.
- Abusive conduct or disorderly conduct; fighting.
- Dishonesty, including false representation, lying, theft, stealing, fraud or falsification of any record, report or document, embezzlement or any other illegal acts, as well as knowingly condoning dishonest acts by others.
- Excessive absenteeism and tardiness, including failure to call in when absent.
- Use of threatening, profane, insulting or abusive language.
- Removing from CDA premises or disclosing in any manner, any records, files, lists or other items belonging to CDA, without CDA's prior written authorization.
- Violation of any applicable governmental law or regulation which jeopardizes the operations of CDA.
- Possession or use of weapons.
- Breach of confidentiality.
- Misuse of CDA property.
- Violation of CDA policy or work rules.

The more specific standards of conduct and work rules set forth in this Handbook apply company-wide, except where superseded by a higher or more stringent standard or rule in an individual work unit. Additional standards or rules may also apply in individual work units. If in doubt, employees should check with their supervisor and/or the CDA Administrative Office.

4. TYPES OF EMPLOYMENT AND HIRING

4.1 TYPES OF EMPLOYMENT

The types of employment at CDA depend on whether the employee's job is Regular or Temporary and whether it is Full-Time or Part-Time.

4.2 REGULAR, FULL-TIME EMPLOYEES

Regular, Full-Time Employees are those who work a weekly schedule of thirty (30) hours or more. These four (4) and five (5) day employees are entitled to full company benefits.

4.3 REGULAR, PART-TIME EMPLOYEES

Regular, Part-Time Employees work a regular weekly schedule of less than thirty (30) hours. If a Regular, Part-Time Employee is scheduled for twenty (20) hours per week or more, the employee may be eligible to receive some company benefits. A Regular Part-Time Employee scheduled to work less than twenty (20) hours per week is not eligible for any benefits, unless specifically provided for by law. CDA's standard practice is to schedule Regular, Part-Time Employees for a minimum of fourteen (14) hours per week.

4.4 TEMPORARY EMPLOYEES

Temporary Employees may be hired, on either a Full-Time or Part-Time basis, to work for a limited duration, normally not to exceed six (6) months. If a Temporary Employee becomes a Regular Employee without a break in service, the employee's Employment Service Date is the date of hire as a Temporary Employee. Temporary employees are not eligible for any benefits, unless specifically provided for by law.

4.5 HIRING

Each applicant for employment must complete and sign a CDA Employment Application. The Federal Government Immigration Reform and Control Act requires that applicants for a position provide an employer with proper identification. During the pre-employment process an I-9 form will be completed by each prospective employee. Proof of identity and employment eligibility must be presented no later than the first day of work. A prospective employee will not be permitted to begin work until I-9 requirements are fully met.

4.6 REFERENCE CHECKS

It is CDA's policy to check the employment references of applicants provided the applicant has granted permission to do so.

4.7 ALL EMPLOYEES ARE AT-WILL EMPLOYEES

Notwithstanding employee classification, all positions at CDA are "at will." An employee may be terminated by CDA with or without cause and with or without notice. Employment decisions will never, however, be based on sex, gender identity or expression, sexual or affectional orientation, race, color, creed, religion, national origin, nationality, ancestry, age, marital or parental status, political belief, citizenship, disability, genetic information, status as a partner in a civil union or veteran status. Employment decisions will be in accordance with applicable federal, state and local laws governing non-discrimination in employment.

5. PROBATIONARY PERIOD

5.1 NEW HIRES

New Hires are on probation for the first four (4) months of employment. A New Hire's performance is evaluated, in writing, at the end of this period. A New Hire will accrue, but is not entitled to use, any leave time offered by CDA. During this four (4) month period, a New Hire's employment may be terminated by CDA with or without notice and with or without cause.

Upon successful completion of the four (4) month probationary period a New Hire will become a Regular Full-Time or Part-Time employee. The employee's Employment Service Date will be the date of hire as a New Hire.

5.2 PROMOTIONS AND TRANSFERS

A current employee, who is voluntarily transferred to or promoted into a different job, is placed on probation for a four (4) month period with monthly performance evaluations. At any point during this four (4) month period, an employee who is found to be performing unsatisfactorily in the new job may be returned, without prejudice, to his or her former position.

5.3 EXTENSION OF PROBATION

While it is not encouraged, where good cause exists, an extension of the probationary period may be directed by the CDA Administrative Staff for up to three (3) months if needed to further evaluate performance. Employment may be terminated during this extension with or without notice and with or without cause. A New Hire who is terminated for any reason or who voluntarily leaves employment during the Probationary Period is not entitled to compensation for any accrued but unused leave time.

NOTE: All positions at CDA are considered to be “**at will.**” An employee may be terminated by CDA with or without notice and with or without cause.

6. COMPLAINTS AND DISCIPLINARY PROCEDURES

6.1 RESOLVING COMPLAINTS

All employees should feel free to bring work related complaints and problems to the attention of their supervisor. If this does not provide a satisfactory resolution, CDA's open door policy encourages employees to feel free to discuss the matter with the next higher level of management.

6.2 PERFORMANCE PROBLEMS

If an employee's job performance does not meet the standards the position requires, the supervisor may initiate counseling sessions to ensure an understanding of what is expected. If the problem persists after the employee has been given a reasonable time to meet performance standards, the supervisor may again counsel the employee about the problem, then request specific improvement within a specified period of time and explain the consequences if the improvement is not achieved.

The seriousness of the performance deficiencies and the employee's previous work history will be considered in determining what action is to be taken, which may include initiation of the progressive disciplinary process. CDA will attempt to remedy all problems, but reserves the right to terminate an employee's employment without notice in the case of conduct CDA deems sufficiently serious. Such conduct includes, but is not limited to violence, fraud, theft, unprofessional conduct and no call/no show.

6.3 PROGRESSIVE DISCIPLINE

CDA utilizes progressive discipline whenever possible. CDA believes that all employees deserve to know when there is a problem, whether it is poor performance, misconduct, or inappropriate behavior on company time or premises.

Supervisors have a responsibility to make sure an employee is aware of a problem and to provide the employee with a reasonable opportunity to correct the problem. Formal, progressive disciplinary action will normally be taken only after less formal attempts to solve a problem have failed.

However, CDA is under no obligation to follow progressive disciplinary steps in sequence or even to follow them at all. CDA reserves the right to terminate employment of employees immediately, with or without cause, and without warning.

6.4 DISCIPLINARY STEPS

Generally, there are four (4) steps of progressive discipline at CDA. Whether or not these disciplinary steps are taken and the time frames for initiating any or all of these steps may vary depending on the nature of the problem and its impact on CDA, the seriousness of the problem, and an employee's previous work history.

a) **ORAL WARNING**

If informal counseling and discussions have not resolved a problem, an Oral Warning may be given. The designation “Oral Warning” may or may not be used at this stage of the process. However, the following must be made clear in this discussion:

1. The nature of the specific problem.
2. Specifically what needs to be resolved.
3. The consequences of not resolving the problem on a consistent and ongoing basis, e.g., a written warning will be issued.

b) **WRITTEN WARNING**

If an Oral Warning does not correct an employee’s performance or behavioral deficiencies, a Written Warning may be issued. The Written Warning should be specific with respect to the deficiencies observed. It should detail what is expected of the employee in order to demonstrate resolution of the deficiencies.

c) **SUSPENSION**

If the preceding steps do not suffice to correct a problem, a Suspension without pay may ensue. Suspensions may also occur where misconduct is so egregious as to justify an employee's Suspension without previous warning. Supervisors should consult with the CDA Administrative Office before imposing a Disciplinary Suspension on any employee.

The length of a Suspension generally depends upon the seriousness of the problem, the extent of previous disciplinary actions taken, and the length of other Suspensions for similar problems if applicable. Typically, a Suspension may range from three (3) days to two (2) weeks. A Suspension is normally utilized only if it is believed that it may result in the correction of a problem.

d) **TERMINATION**

If the above steps fail to resolve the problem, and the unsatisfactory performance issues are consistent, persistent and clear, an employee may be terminated. If an employee's conduct is deemed to be sufficiently serious or job performance consistently unsatisfactory, he or she may be summarily terminated without notice and without initiation of any progressive disciplinary steps.

7. EQUAL EMPLOYMENT OPPORTUNITY

CDA is committed to the fair treatment of all and will strive for its consistent application toward employee development and in all aspects of the company's business activity. CDA maintains a policy of Equal Employment Opportunity for all employees and applicants for employment, without regard to sex, gender identity or expression, sexual or affectional orientation, race, color, creed, religion, national origin, nationality, ancestry, age, marital or parental status, political belief, citizenship, disability, genetic information, status as a partner in a civil union or veteran status, in accordance with applicable federal, state and local laws governing non-discrimination in employment. This policy applies to all terms and conditions of employment, including, but not limited to, hiring, placement, probationary period, promotion, termination, leaves of absence, compensation and training. Advancement is and shall be based on the individual's performance, abilities, attitude and potential.

8. NON-HARASSMENT

CDA strives to create a workplace where all individuals are treated fairly, with respect, and where personnel decisions are made on the basis of job qualification and merit.

It is the policy of CDA to maintain a work environment in which all employees are comfortable and free from all forms of harassment and abusive treatment, including sexual harassment. CDA will not tolerate any form of harassment of employees by other employees, or any other persons in the workplace and non-employees who conduct business with CDA, on the basis of sex, gender identity or expression, sexual or affectional orientation, race, color, creed, religion, national origin, nationality, ancestry, age, marital or parental status, political belief, citizenship, disability, genetic information, status as a partner in a civil union or veteran status.

Everyone on CDA premises or engaged in CDA business off premises has a responsibility to contribute to a professional environment which is free from harassment. Employees are responsible for helping to assure that we prevent harassment. Any employee who believes that he/she has witnessed harassment or is being harassed should immediately notify his/her supervisor and the CDA Administrative Staff. Members of the CDA Administrative Staff have additional responsibilities and must act affirmatively to prevent harassment.

Specifically, no CDA employee (including those in a supervisory or managerial role) shall threaten or insinuate, either explicitly or implicitly, that an employee's submission to or rejection of unwelcome sexual advances will in any way influence any personnel decision regarding employment, evaluation, wages, advancement, assigned duties, shifts, or any other condition of employment or career development.

Other sexually harassing conduct in the workplace, whether physical or verbal is also prohibited. This includes unwelcome sexual flirtations, advances, and propositions; continual or repeated verbal abuse of a sexual nature; graphic verbal commentaries about an individual's body; sexually degrading words used to describe an individual; and the display in the workplace of sexually offensive objects, pictures, or calendars.

Workplace harassment can take many forms; it can be found in unwelcome statements, gestures, writings, signs, cartoons, pictures, e-mail, jokes, pranks, physical contact, assaults, and acts or threats of violence or retribution. Harassment is not necessarily sexual in nature. It may also take the form of other activity including derogatory statements or conduct not directed to the targeted or offended individual but taking place within their presence. While it is difficult to define precisely what constitutes harassment, the following behaviors certainly are prohibited:

- Abusing the dignity of any employee through unwelcome jokes, teasing or sexual advances, slurs or derogatory comments.
- Threats, demands, or suggestions that an employee's work status is contingent upon his or her toleration of or acquiescence to unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature.
- Retaliation against employees for complaining about such behavior.

Conduct alleged to be sexual harassment will be evaluated by considering the totality of particular circumstances, including the nature, frequency, intensity, location, context and duration of the questioned behavior. Although repeated incidents generally create a stronger claim of harassment, a serious incident, even if isolated, can be sufficient to result in disciplinary action, up to and including termination of employment. For example, a single

suggestion that an employee's ability to keep his/her job depends upon the granting of sexual favors constitutes sexual harassment and grounds for disciplinary action.

8.1 PROCEDURE FOR INVESTIGATING AND RESOLVING COMPLAINTS OF HARASSMENT

- a) To address complaints of harassment, CDA has formed a committee which will confidentially handle and investigate such complaints. The committee members' names are listed along with his/her corresponding title.
- b) CDA encourages prompt reporting of complaints so that a prompt response and appropriate action may be taken.
- c) Any employee who feels that he/she is a victim of harassment has the obligation to report the matter promptly to any member of the committee, his/her supervisor or to the offending employee's supervisor, who will then bring the matter to the committee. Oral reports of harassment will be reduced to writing either by the employee or the person to whom the complaint is made, and signed by the Complainant.
- d) Once a complaint is received, it is CDA's obligation to promptly conduct a full and appropriate investigation, and to determine what action, if any, is required. Therefore, upon receiving any notice of an incident of harassment, the committee will obtain any

information available to develop an accurate record and investigate the allegations. Upon completion of this investigation, the committee will submit a report and recommendation about what actions are appropriate to resolve the matter to the Board of Directors of CDA. The Board of Directors will consult with the persons of authority over the complainant, the alleged harasser and with the committee, and determine whether to accept or modify the committee's recommendation. The persons with authority over the complainant and the alleged harasser will then be responsible for implementing the resulting decision.

- e) While the investigation may vary depending upon the nature of the complaint, it will most likely include interviews of the complainant, alleged harasser and any witnesses. The purpose of the investigation will be to obtain information such as the specific nature of the allegations, the number of incidents of harassment, witnesses, complainant's response to such incidents, the alleged harasser's control of the complainant's working conditions, and other information required to fully address the complaint. The committee will make a written report. The report and all communications regarding the allegations of harassment will be confidential. The context of the report should only be disclosed to those individuals who are responsible for investigating and acting pursuant to the allegations. Employees should be aware,

however, that this report and any notes prepared by the employee to support his or her allegations may not be privileged should the matter result in litigation.

- f) Once the investigation of the allegations of harassment has been completed, the employee will be notified of the result of the investigation, including whether the alleged harasser will be subject to any discipline. However, the employee may not be apprised of the precise nature of any disciplinary action or sanction, since information relating to personnel decisions is subject to confidentiality requirements.
- g) If either party involved in a harassment investigation is dissatisfied with the outcome or resolution, written comments requesting a review can be submitted promptly to the Board of Directors. The decision of the Board of Directors is the final decision.
- h) Any employee who files a complaint alleging harassment will not be subject to retaliatory treatment, nor will the allegations of harassment be considered in connection with other personnel decisions. Retaliation is a serious violation of this Non-Harassment policy and should be reported immediately.
- i) If an investigation results in a finding that the complainant falsely accused another of harassment, knowingly, or in a malicious manner, the complainant will be subject to

appropriate sanctions, up to and including termination.

- j) CDA shall maintain a written record of each complaint, including how it was investigated and resolved in a manner consistent with our legal obligations.

CDA wishes to guarantee that all employees know they can work in security and dignity, and are not required to endure insulting, degrading or exploitative treatment.

8.2 HARASSMENT INVESTIGATION AND RESOLUTION COMMITTEE

Dr. Leslie A. Hayling, Jr.
Mr. Ricardo G. Aguilos
Ms. Avon L. Robertson
Ms. Diane M. Lee

In the event a member of the Harassment Investigation and Resolution Committee is identified as the alleged harasser in a particular situation, the accused individual will be removed from the Committee for the duration of that investigation.

8.3 ADA COMPLIANCE

In compliance with Americans with Disabilities Act (ADA), CDA is committed to providing reasonable accommodations where necessary, feasible and required by applicable law. Employees seeking an accommodation must bring their request to the Administrative Office. When an accommodation is requested, a member of the Administrative Staff will meet and discuss the situation with the employee and attempt to reach a mutually agreeable, reasonable accommodation.

9. PERSONNEL RECORDS

CDA maintains personnel files on each employee. These files contain documentation regarding the employee's tenure with the company, such as application forms, credentials, performance appraisals, attendance records, benefits enrollment and designation forms, letters of commendation, disciplinary warning notices, and other related documents.

To make sure personnel record information is accurate, employees should immediately notify their supervisor if any changes occur in the following:

- Legal name
- Address
- Telephone number
- Emergency contact information
- Dependents covered by medical insurance
- Beneficiaries of life insurance
- Marital status
- Tax withholding information
- Licenses and/or certifications.

9.1 PERSONNEL FILES

An employee may provide information for his/her personnel file on education, training, and other achievements. An employee may also submit his/her own written statements in support of, or in opposition to, any documents in the personnel file.

9.2 ACCESS TO PERSONNEL FILES

An employee who wishes to review his/her file may do so by submitting a written request to the supervisor to schedule an appointment for inspection. Files may not be removed and must be reviewed in the presence of an administrative staff member.

9.3 CONFIDENTIALITY

Access by others to information contained in employee files is strictly limited and its confidential nature is safeguarded. Information contained in the files is not given to any party outside the company without the permission of the employee about whom information is requested (subpoena or other legal process excepted).

Disclosure of employee health information is uniquely protected by the Health Insurance Portability and Accountability Act (“HIPAA”). In response to a legally permissible request for medical information from CDA, employees must provide CDA with a HIPAA-compliant authorization permitting the employee’s health care provider to release the requested information.

9.4 INFORMATION VERIFICATION AND REFERENCES

Unless an employee provides a signed statement requesting the release of specific information, credit checks, employment verifications, reference checks, and similar requests will be answered with a statement limited to:

- Whether the employee is presently employed
- The employee’s current or last job title
- The employee’s period of employment.

Information about an employee’s salary will only be verified, not volunteered. All such requests must be directed to CDA’s Administrative Office. Employees or supervisors who are contacted for employment references or verifications of employment for a current or former CDA employee should immediately refer the call to the CDA Administrative Office. No employee is permitted to provide an oral or written employment

reference for any current or former CDA employee without the express permission of the CDA Administrative Office.

9.5 EMPLOYMENT SERVICE DATES

An employee's Employment Service Date usually means the date of original hire; it can be the date of rehire if there has been a break in service; or, it can be an adjusted date after past service has been credited (see below). The Employment Service Date determines eligibility for Annual Vacation Leave, Personal Leave, Education Leave, 401(K) enrollment, and other benefits.

Continuous service is not broken by a transfer within CDA. Military Leaves and approved Leaves of Absence likewise do not constitute a break in service. Such leaves are counted as time worked for benefit computation purposes, except that days in excess of the first thirty (30) days of any such leave do not count as time worked when computing Annual Leave accrual rates or determining when length of service increases will be granted, unless otherwise provided by law.

9.6 RESTORATION OF SERVICE FOR REHIRES

An employee who leaves CDA for reasons other than a disciplinary discharge and is subsequently rehired, upon completion of one (1) year's re-employment, enjoys a one-time only, full restoration of total service with the company.

An employee who leaves CDA by virtue of a reduction in force, and who is subsequently recalled from a rehire list, will have total service time restored immediately upon rehire.

9.7 ANNIVERSARY DATE

An employee's "Anniversary Date" may be used to determine the timing of salary increases and performance appraisals. It may or may not be the same as the Employment Service Date. This is because the Anniversary Date is linked to employment in the job currently held and may change as the employee changes jobs within the company.

10. PAY

It is CDA's policy to provide its employees with compensation in the form of salary and benefits, consistent with industry standards and the recognition that its employees are CDA's most important asset. This policy enables CDA to attract and retain highly qualified employees, reward employees for their contributions to CDA's success, and to help employees ensure their own financial security.

Pay Periods Run from the First Day of Each Month to the Fifteenth Day of Each Month and from the Sixteenth Day of Each Month to the Last Day of Each Month. Pay will be Directly Deposited Twice Monthly, within Ten (10) Business Days of the End of Each Pay Period. This Adjusted Time Frame is Consistent with the Cash Flow of CDA's Current Contracts. Please Plan Accordingly!

10.1 TIME REPORTS AND PAYROLL RECORDS

To ensure that time worked is recorded and reflected properly in their paychecks, employees are required to personally sign in and out for time worked. Employees may also be required to use an electronic swipe card. Under no circumstances is the employee or any other person permitted to sign in or out for another employee. Absence due to Annual or Personal Leave may be recorded on behalf of the employee by the supervisor.

Any changes in an employee's name, address, marital status, or number of dependents should be reported immediately to the CDA Administrative Office, to ensure proper credit for tax purposes.

10.2 PAYROLL DEDUCTIONS

Deductions from paychecks are listed on an earnings statement with the check; the statement provides information for the current pay period and year to date totals for pay, taxes, and other deductions. Deductions include those that are legally required and those that are voluntarily agreed to and authorized by the employee.

Social Security and Income Tax deductions, required by law, depend upon earnings and number of dependents and are based on the information furnished on a W-4 form. These forms are filled out at the time employment commences, and need to be revised if the number of dependents changes or other factors affect the employee's tax status.

If an employee believes that an impermissible deduction has been made, he or she should advise the CDA Administrative Office, who will investigate and correct the deduction, if needed.

10.3 REGULAR TIME AND OVERTIME

Full-Time, Non-Exempt Employees will receive a half hour unpaid lunch break and 2 fifteen minute paid breaks each day.

For Full-Time, Non-Exempt Employees, hours worked beyond forty (40) hours per week are considered overtime hours. Approved overtime is reimbursed at one and one-half (1½) times the regular straight-time, hourly rate for all authorized hours worked in a work week. Time paid on account of holidays, vacation, bereavement, sick days or jury duty is not included for purposes of computing overtime pay.

Employees required to work on an overtime basis on a scheduled day off are guaranteed a minimum of four (4) hours overtime pay.

All overtime should be called in to the CDA Administrative Office one (1) day prior to the close of the corresponding pay period.

10.4 SCHEDULING OVERTIME

Supervisors are urged to be prudent in scheduling overtime work and to avoid compulsory overtime if possible. Except in emergencies, management approval is needed before overtime work can be scheduled.

When overtime work is scheduled, it should be rotated as equally as possible among employees within each unit. Employees may request to be excused from working overtime and such requests will be granted when practical, unless no other qualified employee is available.

10.5 HOLIDAYS

CDA generally observes the following Holidays:

New Year's Day
Martin Luther King's Birthday
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Day after Thanksgiving
(when designated)
Christmas Day

Saturday and Sunday Holidays are observed on the days designated by CDA, usually the preceding Friday for Holidays

falling on Saturday and the following Monday for Holidays falling on Sunday.

Note: The recognized Holidays may vary based upon the employee's primary assigned facility and that facility's recognized Holidays.

10.6 HOLIDAY PAY

All eligible Regular Full-Time and Designated Part-Time Employees otherwise scheduled to work on an observed Holiday receive their customary pay for time off on the Holidays observed. Temporary, Probationary and other Part-Time Employees are not paid for Holidays.

To be eligible for Holiday Pay, an employee must be employed for at least thirty (30) days and be in pay status the day before or the day after the Holiday. Employees are "in pay status" while they are on Annual Vacation Leave or other approved paid leave, as well as while actively at work. They are not "in pay status" while on Leave Without Pay.

10.7 HOLIDAY WORK

For work performed on a Holiday at the company's request, Full-Time, Non-Exempt Employees who are eligible for overtime pay receive their regular pay for that day plus an equal amount, in affect double time.

Regular Full-Time, Non-Exempt Employees who volunteer for Holiday or Weekend work are paid one and a half times regular rate for hours worked over Forty (40) hours in the week.

Part-Time Employees requested to work on a Holiday are paid one and a half times their hourly rate for the hours worked. Part-Time Employees who volunteer for Holiday or Weekend work are paid at their regular hourly rate.

11. ANNUAL VACATION AND PERSONAL LEAVE

All Regular Full-Time Employees enjoy time off with pay for purposes of vacation or other personal reasons.

11.1 ANNUAL VACATION LEAVE

Annual Vacation Leave is accrued monthly, based on an annual allotment, divided by twelve (12). Yearly prorated allowances for Vacation Leave are: for five (5) days per week employees, ten (10) days per year and for four (4) days per week employees, eight (8) days per year.

An employee may not take more days of paid Annual Vacation Leave than has been accrued without approval by the CDA Administrative Office.

11.2 SCHEDULING ANNUAL VACATION LEAVE

Vacation requests of several days or weeks should be submitted in writing well in advance; supervisors may set up a vacation schedule early in the year to ensure employees an opportunity to express their preferences for vacation time. Employees who have seniority based on their length of service with the company will be given, to the extent possible, priority for selecting vacation. Furthermore, all employees are entitled to take the full amount of their vacation at one time as long as this does not interfere with the work of their unit.

If a Holiday falls on a regularly scheduled working day during an employee's vacation, that day is not charged as Annual Vacation Leave.

11.3 CARRY OVER OF ANNUAL VACATION LEAVE

Earned Annual Vacation Leave may not be carried over from one calendar to the next without the written permission of the CDA Administrative Office. Carry Over Leave must be scheduled and used as soon as practicable, preferably within the first four (4) months of the year following the year in which the leave was earned.

Employees, who postpone vacations at the Company's request, will be permitted to carry over leave amounts listed, subject to approval by the CDA Administrative Office.

11.4 VACATION PAY UPON TERMINATION

An employee, who resigns, or is separated for a reason other than a disciplinary action, for example, due to a reduction in force, will be paid for all unused Annual Vacation Leave earned or carried over with written approval, provided that in the case of resignation, at least two (2) weeks advance notice has been submitted in writing. An employee terminated for a disciplinary reason or otherwise for cause will not be paid for unused Annual Vacation Leave.

In case of death, earned and unused Vacation Leave is paid to the employee's estate.

11.5 PERSONAL LEAVE

Personal Leave for discretionary use such as illness, medical appointments, caring for a sick or disabled child, parent, spouse or life partner, bereavement, personal business, etc. is accrued monthly, based on an annual allotment divided by twelve (12), following the completion of two (2) months of service. Yearly prorated allowances for Personal Leave are: for five (5) days per week employees, eight (8) days per year and for four (4) days per week employees, six (6) days per year.

Except in emergencies, Personal Leave should be scheduled in advance and is subject to approval by the supervisor. In the event of an emergency, an employee must contact the supervisor and the CDA Administrative Office as soon as practicable.

11.6 CARRY OVER OF PERSONAL LEAVE

Personal leave may be carried over to the next calendar year.

11.7 NO PERSONAL LEAVE PAY UPON TERMINATION

CDA will not pay an employee who leaves the Company for any reason any accrued but unused personal leave.

11.8 EDUCATION LEAVE

Paid leave may be used to pursue educational development through recognized courses related to the dental profession. Requests for leave must be pre-approved and attendance and successful completion of the course(s) documented upon course completion. Yearly prorated allowances for such leave for Dentists are: for five (5) days per week employees, five (5) days per year and for four (4) days per week employees, four (4) days per year. Full-Time Administrative Staff, Dental Assistants, Hygienists and Nurses earn two (2) days per year. Education Leave may not be carried over.

11.9 MILITARY LEAVE / RESERVE SERVICE

Certain federal and state laws provide benefits and job protection for employees returning to work after military service. Employees' job and career opportunities will not be limited or reduced because of their service to our country. Employees must provide advance written and verbal notice of the need for military leave unless circumstances prevent such early notice. All requests must be approved in writing. CDA will provide benefits to employees on eligible military leave pursuant to state and federal law. Employees are generally entitled to reinstatement upon completion of military service pursuant to state and federal law. Upon completion of military service, an employee must promptly notify CDA of their intention to return to work. An employee's failure to provide such notice may preclude reinstatement depending upon the length of military service.

11.10 COURT DUTY

An employee who is required to appear in court either to serve on a jury or as a witness by subpoena is granted the time off without pay necessary to fulfill this obligation. An employee may apply any available personal or vacation leave time to these absences.

In extraordinary cases, where the employee's absence on jury duty would create a genuine hardship, the CDA Administrative Office may write a letter to the clerk of the court explaining the circumstances and seeking to have the employee's term of jury duty postponed as is permitted by law.

11.11 NEW JERSEY SECURITY AND FINANCIAL EMPOWERMENT ACT

In addition to other policies in this Handbook, the following leave under the New Jersey Security and Financial Empowerment Act ("NJ SAFE Act") applies to New Jersey employees. CDA is committed to promoting the health and safety of its employees and to make a significant difference in the fight to end domestic violence. CDA is a covered employer under the NJ SAFE Act. Employees who are the victims of domestic violence or sexual assault may be eligible for unpaid leave under the NJ SAFE Act in certain circumstances.

Eligibility:

Employees, who have worked at least 1000 hours in the 12 months preceding the need for leave, will be given 20 days of leave in a 12 month period following an incident of domestic violence or sexual assault involving the employee or the employee's child, parent, spouse, domestic partner or civil union partner.

Leave may be granted for the following reasons:

- a) seeking medical attention for, or recovering from, physical or psychological injuries caused by domestic or sexual violence;
- b) obtaining services from a victim services organization;
- c) obtaining psychological or other counseling;
- d) participating in safety planning, temporarily or permanently relocating, or taking other actions to increase the safety of the employee or the employee's child, parent, spouse, domestic partner or civil union partner from future domestic or sexual violence or to ensure economic security;
- e) seeking legal assistance or remedies to ensure the health and safety of the employee or the employee's child, parent, spouse, domestic partner or civil union partner, including preparing for or participating in any civil or criminal legal proceeding related to or derived from domestic or sexual violence; or
- f) attending, participating in, or preparing for a criminal or civil court proceeding relating to an incident of domestic or sexual violence of which the employee or the employee's child, parent, spouse, domestic partner or civil union partner, was a victim.

Form of Leave:

Leave may be taken intermittently in intervals of no less than one full day. Leave taken under this provision is unpaid. However, employees taking leave under this provision must use any available personal or vacation leave time when taking leave. If there is no available personal or vacation leave time, then the leave will be unpaid. The absence will be an excused absence.

Notice to CDA:

Employees who are requesting leave due to an incident of domestic violence or sexual assault should make the request to the CDA Administrative Office as soon as possible once the need for leave is known. CDA may require that employees who need leave due to domestic violence or sexual assault provide documentation supporting the need for leave.

Confidentiality and Privacy:

Any information provided by the employee regarding his or her status as a victim of domestic violence or of sexual assault either as required by CDA or voluntarily disclosed by the employee shall be maintained in the strictest confidence. There may be occasions when, in order to protect the employee, other employees or CDA will need to alert the police about domestic violence situations. Additionally, there may be occasions when CDA management may be required, pursuant to a valid subpoena, to share information as needed for the safety and welfare of the individual(s). Any other disclosure by CDA will only be with the written consent of the employee.

Non-Discriminatory Practice:

- a) CDA will not discriminate against victims of domestic violence or sexual assault in employment determinations.
- b) CDA will not make inquiries about a job applicant's current or past domestic violence or sexual assault victimization and employment decisions will not be based on any assumptions or knowledge of such exposure.
- c) CDA will not retaliate or allow any retaliation against employees for taking leave under the NJ SAFE Act.

NOTE: This policy statement on the NJ SAFE Act is intended to summarize the basic provisions of the NJ SAFE Act. It is not intended to address all situations which may arise under the NJ SAFE Act. Employees should address specific questions to the CDA Administrative Office.

11.12 NEW JERSEY PAID FAMILY LEAVE

CDA is a covered employer under the New Jersey Paid Family Leave Law (NJPFLL). NJPFLL entitles eligible New Jersey employees to compensation from the State of New Jersey, not CDA, during leave taken for specific qualifying reasons. To be eligible for NJPFLL benefits, the employee must be employed as defined under the New Jersey Unemployment Compensation Law.

The NJPFLL does not provide job protection and upon return from NJPFLL covered leave, employees are not entitled to reinstatement, unless mandated by other applicable law.

Eligible employees are entitled to up to six weeks of monetary benefits (on a continuous or intermittent basis as permitted by applicable law) during any 12 month period for the following qualifying reasons:

1. to provide care certified to be necessary for a family member suffering from a serious health condition, or
2. to bond with their child during the first 12 months after the child's birth or placement for adoption with the employee's family.

Employees taking leave due to the birth or adoption of a child must provide CDA with notice no less than 30 days before the leave is scheduled to begin or such other notice as the New Jersey Department of Labor and Workforce Development requires. In the event such notice is not provided, CDA is entitled to request that the State of New Jersey reduce the amount of benefits payable to the employee by two weeks. If an employee is taking leave due to a serious health condition of a covered family member, the employee must provide CDA with notice as soon as is practicable under the circumstances and may be required to provide medical certification from a health care provider, or provide such other notice and/or certification as the New Jersey Department of Labor and Workforce Development permits. In connection with intermittent leave, an employee must attempt to schedule the leave as to not unduly disrupt the operations of CDA including providing a regular schedule of days of the week in which the leave will be taken.

Once NJPFLL is granted, CDA, to the extent permitted by law, requires an employee to exhaust up to two weeks of available paid time off during their leaves of absence, or such other paid time off as the New Jersey Department of Labor and Workforce Development permits. If an employee so desires, and CDA consents, the employee may be entitled to exhaust an unlimited amount of accrued paid time off during his or her leave of absence as permitted by applicable law.

NOTE: This policy statement on the New Jersey Paid Family Leave Law is intended to summarize the basic provisions of the NJPFLL. It is not intended to address all situations which may arise under NJPFLL. Employees should address specific questions to the CDA Administrative Office.

12. JOB DESCRIPTIONS AND PERFORMANCE

12.1 JOB DESCRIPTIONS

Job descriptions are used for job classification, internal job posting, and external recruiting. They are also used to outline for employees their essential job functions and responsibilities, and to assist in managing employees' performance and in developing their knowledge, skills and abilities to enable them to perform their jobs at increasing levels of proficiency.

Job descriptions should be reviewed at least annually and should be updated by the CDA Administrative Office when there are significant changes in the major duties. The CDA Administrative Office also reviews job descriptions periodically to determine if their current classifications are appropriate. If significant changes in a job have occurred since the last review, it is a CDA administrative responsibility to request the updating of a job description and review of a job's classification.

When a new job is created, the CDA Administrative Office completes a job description outlining the job's purpose; the required credentials; the essential job functions; the knowledge, skills, and abilities necessary to perform the job duties successfully; and other related aspects of the job.

12.2 PERFORMANCE EVALUATION

The job performance of an employee is evaluated annually, usually on or about the employee's Anniversary Date or the anniversary of the last evaluation. The CDA Administrative Office provides the supervisor with the Performance Evaluation Form approximately two (2) months prior to the employee's Anniversary Date.

It is the supervisor's responsibility to monitor the employee's performance continuously throughout the year, to gather pertinent information throughout the year and at the time of the Performance

Evaluation, and to prepare for and complete the evaluation of the employee's performance on a timely basis. The supervisor should complete the Performance Evaluation, list any additional comments concerning the employee's performance, and meet with the employee personally to review and discuss the employee's performance. The discussion should cover the employee's work behaviors, accomplishments and objectives for the coming year, areas of strength, and areas where improvement is needed.

After the supervisor has discussed the employee's Performance Evaluation with him/her, and after the employee has signed the Performance Evaluation, the supervisor returns the form to the CDA Administrative Office.

12.3 SALARY REVIEW

Salary increases may be awarded, where warranted, based on the performance of the company, its profitability and the performance of its employees. Salary increases are not automatic (based on seniority or the mere passage of time), nor are they guaranteed.

The salary review will consider the overall performance of the employee including, but not limited to, such performance-related factors as:

- Attitude
- Presentation
- Knowledge of Policy, Methods and Equipment
- Productivity
- Quality
- Compliance with Contractual Requirements
- Initiative: the degree to which the employee is a self-starter, can work with minimum supervision, seeks new and better methods to do the job

- Cooperation: the effectiveness of the employee in accomplishing duties by working with others (e.g. coworkers, supervisors, clients and patients)
- Flexibility
- Dependability
- Organizational Ability: the employee's ability to organize work and work area and to submit required documents (including time sheets) and correspondence within the required time frames
- Timeliness
- Attendance

13. BENEFITS

13.1 HEALTH INSURANCE

Group Medical and Dental Insurance is available to all Full-Time Regular CDA Employees after a one (1) month waiting period, which begins from the date the employee's application for enrollment is submitted to and accepted by the Carrier. Coverage is contingent upon continuous employment during the one (1) month period.

CDA will contribute a minimum of Fifty Percent (50%) of the premium cost for single coverage and the employee will contribute the remaining Fifty Percent (50%) of the premium cost. Under this group policy employees may, at their own expense, obtain coverage for dependent family members at the group rate. Premiums are deducted from salary, pre-tax, through the Section 125 Plan.

Employees should review the detailed information furnished in the brochures and insurance plan documents and seek any additional information to ensure that the terms and conditions of coverage are understood. Questions about coverage and claims should be

directed to the insurance carrier. Any remaining questions may be directed to the CDA Administrative Office.

13.2 ENROLLMENT

Regular Full-Time Employees are eligible to enroll in the health plan at the time of employment. New employees receive an information packet and enrollment forms upon hire. Coverage begins approximately one month after employment. Employees who initially waive coverage may enroll during the annual enrollment period.

13.2.1 CHANGES IN ENROLLMENT

Employees, who marry, enter into a civil union or add children to their family through birth, adoption, foster care, or legal guardianship may, as permitted by law, enroll these new family members as their eligible dependents under the health plan at their own expense.

13.2.2 CONTINUATION OF COVERAGE UNDER COBRA

Plan participants, i.e., employees, civil union partners, spouses, and children, who would otherwise lose their coverage under the health plan offered by CDA because of a legally defined “qualifying event” are eligible to continue their coverage under the plan at their own expense. Qualifying events include reduction in scheduled hours, termination of employment, death of the employee, legal separation or divorce, or loss of eligibility for coverage as a dependent. The period for which the coverage may continue (usually eighteen (18) months) depends upon the nature of the qualifying event. The right to continue coverage at one’s own expense following a qualifying event is provided under the Federal Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA).

It is the responsibility of the employee, civil union partner, spouse, or child who would otherwise lose coverage to notify CDA of the qualifying event within sixty (60) days of the qualifying event. CDA will then provide the person with full information about his/her rights to continued coverage under COBRA.

13.3 SHORT-TERM DISABILITY INSURANCE

CDA provides, under New Jersey State Regulations, Regular Full-Time and Regular Part-Time employees, who have worked for CDA for four (4) consecutive weeks, with an insured weekly disability benefit called Short-Term Disability (STD) Insurance. No employee premium contribution is required for participation in this plan.

The plan provides STD benefits of up to fifty (50) percent of weekly salary up to a determined maximum per week for a maximum of twenty-six (26) weeks for partial or full disability. Payments may begin on the eighth (8th) consecutive day of absence. To apply for this benefit during illness, a form must be completed by the employee and his/her physician and submitted to the CDA Administrative Office.

Eligibility for short-term disability payments is contingent upon the employee's total inability to perform the duties of the job because of that illness or condition.

13.4 PREGNANCY/MATERNITY BENEFITS

To facilitate the handling of short-term disability salary continuation payments and claims processing for maternity related medical services, CDA will accept the physician's certification of the start of disability for a period beginning four (4) weeks prior to delivery and four (4) weeks postpartum for a normal delivery, (eight (8) weeks postpartum for a C-Section) without further medical evidence. Any extensions beyond these periods (before or

after delivery) must be documented by the attending physician, as being medically necessary.

13.5 LIFE AND ACCIDENTAL DEATH & DISMEMBERMENT INSURANCE

CDA provides Regular Full-Time Employees with Life and Accidental Death & Dismemberment (AD&D) Insurance. No employee premium contribution is required for participation in this plan. Enrollment information is provided to all eligible new employees. Coverage begins One (1) month after employment.

The plan provides a Group Life Insurance Benefit equal to the employee's Annual Compensation, rounded to the nearest Five Hundred Dollar increment, in the event of an employee's death.

Employees must designate a Life Insurance Beneficiary at the time of their enrollment in the plan. They may change the beneficiary at any time by contacting the CDA Administrative Office and completing a new beneficiary form.

Under IRS regulations, the value of group life insurance coverage in excess of \$50,000.00 is taxable to employees as income.

13.6 WORKERS' COMPENSATION

As required by law, CDA maintains Workers' Compensation insurance to provide for medical treatment costs and salary reimbursement for employees injured on the job, on CDA premises, or off premises on CDA business. In general, the procedures described below apply.

13.6.1 REPORTING INJURIES

Any employee who sustains a work-related injury or illness must inform their supervisor or the CDA Administrative Office immediately, no matter how minor the on-the job injury or illness

may appear. The CDA Administrative Office will provide the injured employee with the necessary accident report forms. The completed forms must be reviewed and signed by the employee's immediate supervisor then returned to the CDA Administrative Office. The CDA Administrative Office will report the incident to the insurance carrier and the government agencies involved and provide the claimant with any additional forms needed to process the claim.

13.6.2 PROCESSING CLAIMS

Once the claim is filed, the employee will be given a claim number and the name, address, and phone number of the claims representative assigned.

13.6.3 LOST TIME (WORKERS' COMPENSATION)

Except for the qualifying period, which is usually three (3) days, employees do not have to use any additional accrued sick leave, beyond the three (3) day qualifying period, to cover for time missed due to a compensable illness or injury. All missed time should be reported in the employee's time report, with the notation "Workers' Compensation" in the comments section.

Employees may be reimbursed for lost time by submitting claims to the Worker's Compensation Carrier. Questions concerning reimbursement will be answered by the Claims Representative.

13.7 NOTIFICATION OF ABSENCE

Employees have a responsibility to notify their supervisor and the CDA Administrative Office as far in advance of the start of their scheduled work day as possible when they take leave for illness or injury and to indicate to the best of their ability the probable length of absence.

When an employee has been on an extended medical leave, or a brief medical leave because of a physical injury (three (3) days or more), a doctor's statement is required indicating that the employee is physically able to perform the normal job duties before returning to work.

13.8 SOCIAL SECURITY

Social Security coverage and benefits as required by Federal law are provided through shared employer and employee contributions.

13.9 401(k)

CDA offers a Contributory Qualified Pre-Tax Pension Plan known as a 401(k) plan under the Internal Revenue Code. The plan affords an opportunity for employees, who have one year of service, including a minimum of 1000 hours of service during that year, to save for their future pension needs through payroll deductions in a self-directed plan. Information concerning this plan and enrollment details is available through the CDA Administrative Office.

Benefits from the qualified plan of a previous employer may be rolled over into the CDA Plan with the approval of the CDA Administrative Office and consistent with IRS regulations and time constraints.

13.10 TUITION REIMBURSEMENT

CDA encourages employees to pursue job related interests and goals by providing Tuition Reimbursement assistance for courses taken at recognized institutions of learning during non-working hours. To apply for Tuition Reimbursement, employees must submit to the CDA Administrative Office proof of registration from the school for the course applied for, proof of payment, and proof of successful completion of the course.

Regular Full-Time Employees with at least six (6) months of service (twenty four (24) months for Regular Part-Time Employees) are reimbursed up to a set maximum of \$1,000.00 per semester or quarter for up to three (3) semesters or four (4) quarters a year for approved courses. The Tuition Reimbursement covers up to Fifty percent (50%) of the tuition and related fees but does not cover cost of books, voluntary fees, or late charges.

NOTE: This BENEFITS Section is intended to summarize the basic provisions of the benefits listed. It is not intended to address all situations which may arise. Employees should address specific questions to the CDA Administrative Office.

14. BUSINESS AND PERSONAL EXPENSES

Employees traveling for CDA must make their travel arrangements in a manner consistent with CDA's interests of keeping travel expenses to a reasonable level. Accordingly, employees are reimbursed for reasonable out-of-pocket expenses incurred in the performance of travel and business affairs of CDA. Any employee unsure of whether CDA will reimburse for a specific expense should consult the CDA Administrative Office in advance of incurring said expense.

Employees who use their own vehicle for business travel are reimbursed at the current rate set by CDA, which generally is equal to the rate established by the IRS. To be reimbursed for out-of-pocket expenses and mileage, employees must submit, within one week of the travel, a travel reimbursement form together with all receipts. The form must be submitted to the CDA Administrative Office for approval.

Employees are held accountable for all information submitted for reimbursement under this policy. Falsification and/or abuse of this policy may result in legal action as well as normal disciplinary action, up to and including termination of employment.

15. HEALTH AND SAFETY

CDA makes every effort to provide safe working conditions. To guard the welfare of staff and patients several policies are in force. Questions concerning these and other policies, procedures and practices are to be directed to the employee's immediate supervisor.

15.1 SMOKING

CDA is committed to maintaining a smoke free environment; therefore, smoking is banned in clinics, offices and facilities for which CDA is responsible.

15.2 INFECTION CONTROL

Copies of Infection Control Policies and Procedures specific to each clinic are available at each site. Employees are expected to be familiar with and to observe these guidelines at all times.

15.3 MEDICAL WASTE

Strict control of Medical Waste is mandatory. Guidelines are in place at each clinic that provide specific direction on disposal of medical waste. Employees are required to maintain familiarity with and to follow these guidelines at all times.

15.4 SECURITY PROCEDURES & SAFETY PRECAUTIONS

Security and Custody procedures may vary among facilities. Employees must be familiar with and observe the procedures in force in the facilities in which they work. For example, and in line with a broad range of specific security requirements, CDA employees are not permitted to fraternize with inmates. Employees must immediately inform the CDA Administrative Office, in

writing, of any friends or relatives who are incarcerated. Clinic security procedures also direct that instruments, equipment and supplies are stored in securely locked cabinets, and that daily instrument counts are performed.

Employees must notify their supervisor of any emergency situation. If an employee is injured or becomes sick at work, no matter how slightly, he or she must inform their supervisor immediately. Employees may use, adjust and repair equipment only if trained and qualified. Employees must get assistance when lifting or pushing heavy objects. Employees must understand their job fully and follow instructions. If employees are unsure of the safe procedure, they should ask their supervisor. Employees must know the locations, contents and use of first aid and firefighting equipment. Employees must also wear personal protective equipment in accordance with the job they are performing.

16. OUTSIDE EMPLOYMENT

If an employee is employed by CDA in a Regular Full Time capacity, CDA expects that an employee's position with CDA is his/her primary employment. Any outside activity must not interfere or conflict with an employee's ability to properly perform his/her job duties. If an employee has any questions concerning his/her outside employment, he/she must consult with the CDA Administrative Office.

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

17. RECORDS, PROPERTY, WORKPLACE

It is the responsibility of every CDA employee to protect company property including files and records of the corporation, its staff and the patients it serves.

CDA reserves the right, at all times and without prior notice, to inspect and search any and all of its property, including desks, lockers, voicemail, email (archived, deleted or otherwise) and computer data (on disk or hard drive) for the purpose of determining whether this policy or any other CDA policy has been violated, or when an inspection and investigation is necessary for purposes of promoting safety in the workplace or compliance with state and federal laws, or as set forth in CDA's Internet Policy. These inspections may be conducted during or after business hours and in the presence or absence of the employee.

Any and all containers or packages (regardless of ownership) carried in or out of CDA premises are subject to inspection by management. All desks, lockers, cabinets and similar items (regardless of ownership) on CDA premises are subject to searches by CDA management. Refusal to permit a search constitutes insubordination and is grounds for disciplinary action, up to and including termination.

CDA is not responsible for any personal articles which are on CDA premises.

17.1 CONFIDENTIAL INFORMATION

Disclosure of confidential information could seriously affect the operation of CDA and could jeopardize the company's competitive position or reputation. CDA's "confidential information" includes, but is not limited to, the employee handbook, patient lists, patient information, compensation and financial information. It is essential that prudence and good judgment be exercised in handling confidential information.

All confidential information must be maintained in strictest confidence and shall not be disclosed directly or indirectly to any unauthorized person. All written material and documents constituting confidential information are the sole property of CDA. Employees shall return this information in full to CDA if employment ceases for any reason.

Access to patient records is strictly limited and its confidential nature is safeguarded. Information contained in Patient Medical Records concerning diagnosis, medical condition and treatment is not to be provided, in any form, to anyone other than Healthcare or Administrative Personnel without the written consent of the patient, or in the case of a minor, his or her parent or legal guardian (subpoena or other legal process excepted).

17.2 USE OF COMPANY RESOURCES

Unauthorized use of company property, telephones, equipment and supplies is not permitted. Under no circumstances may employees use CDA time or resources for the economic benefit of any entity other than CDA. Such use will subject the employee to disciplinary action up to and including termination.

Although occasional use of CDA telephones for a personal nature may be necessary, personal telephone calls must be kept to a minimum and should be short in duration, except in emergency situations when permission is granted by the employee's supervisor.

17.3 USE OF CELLULAR PHONES

17.3.1 PERSONAL CELL PHONES

While at work, employees are expected to exercise the same discretion in using personal cell phones as is expected for the use of CDA phones. Employees are asked to make any personal calls on non-work time, where possible, and ensure that friends and

family members are aware of CDA's policy. Further, personal cell phones should be turned off during working hours. Flexibility is provided in circumstances demanding immediate attention. CDA is not liable for the loss of personal cell phones brought to the workplace.

17.3.2 PERSONAL USE OF CDA-PROVIDED CELL PHONES

Where job or business needs demand immediate access by an employee, CDA may issue a business cell phone to an employee for work-related communications. To protect the employee from incurring a tax liability for the personal use of this equipment, such phones are to be used for business calls only. Phone logs will be audited regularly to ensure reasonable usage.

Employees in possession of CDA equipment, such as cell phones, are expected to protect the equipment from loss, damage or theft. Upon resignation or termination of employment, or at any time upon request, the employee may be asked to produce the phone for return or inspection. Employees unable to present the phone in good working condition within the time period requested may be expected to bear the cost of a replacement.

17.3.3 SAFETY ISSUES FOR CELL PHONE USE

Employees, issued a cell phone for business use, are expected to refrain from using their phone while driving. Indeed, in New Jersey and New York, drivers are prohibited from handheld cell phones use while driving. Regardless of the circumstances, including slow or stopped traffic, employees are strongly encouraged to pull off to the side of the road and safely stop the vehicle before placing or accepting a call. If unavoidable, employees are expected to keep the call short, use hands-free options if available, and keep their eyes on the road. Under no

circumstances are employees allowed to place themselves at risk to fulfill business needs. Employees who are charged with traffic violations resulting from the use of their phone while driving are solely responsible for all liabilities resulting from such actions.

17.4 WORKPLACE BEHAVIOR

17.4.1 ABSENTEEISM AND TARDINESS

Employees are expected and required to report to work on time and in a mental and physical condition appropriate for work. CDA recognizes that there may be occasions when illness or other compelling reasons will cause an employee to be late or absent; the company has very liberal paid leave policies to cover a variety of needs. However, excessive or habitual lateness and/or absenteeism diminish an employee's effectiveness in his/her job, and therefore, is unacceptable. Employees are not to leave the premises without notifying his/her supervisor in advance.

For each day an employee is unable to report to work as scheduled, he/she is expected to contact the CDA Administrative Office at least two hours prior to his/her scheduled start time. Upon calling in, employees must state the reason for the absence or lateness, as well as an anticipated return date or time, except in cases of extreme and verifiable emergency. This practice applies unless the employee is hospitalized or unavailable to come to work because of a long-term illness (at least one week in length), in which case the employee should keep the CDA Administrative Office informed of his/her progress.

When calling in, employees must contact the CDA Administrative Office. If contact with the CDA Administrative Office cannot be made, the employee must leave a telephone message with all relevant information.

Any illness of three days or longer for any employee may require a doctor's excuse. Failure to provide the required doctor's excuse may result in disciplinary action, up to and including termination. If at any time an employee's absenteeism becomes chronic due to illness, CDA may require a complete physical examination by a CDA - designated physician to re-qualify the employee for continued employment. Failure to re-qualify may result in disciplinary action, up to and including termination. Should a question arise regarding the legitimacy of an absence for sick leave, a doctor's certification may also be required.

The failure to call in prior to absences or lateness as outlined above may result in disciplinary action, up to and including termination. Furthermore, CDA expressly reserves the right to terminate employees for absenteeism and/or lateness where absences and/or lateness are excessive or exhibit a pattern of Monday/Friday or pre/post-holiday problems, even where such absence or lateness is excused. If an employee fails to report to work or contact the CDA Administrative Office for a period of three days or longer, CDA may treat that employee as a voluntary quit.

17.4.2 DRESS AND APPEARANCE

Employees are expected to take pride in their personal appearance, cleanliness, hygiene and general grooming. Clothing should reflect the professional and clinical environment in which CDA employees function. Dress codes must be understood and respected, i.e., no jeans of any color, no provocative or tight clothing.

CDA believes that its existing personal appearance standards are sufficiently flexible to accommodate reasonable dress or grooming requirements arising out of a bona fide religious belief or medical necessity. Nevertheless, any employee who believes that he/she has a bona fide religious, medical or other substantial need for relaxation or exception to this policy should address the matter with the CDA Administrative Office.

Employees who arrive to work inappropriately dressed may be sent home and directed to return to work in proper attire. Under such circumstances, employees are not paid for time away from work. As repeated violations of this policy may result in disciplinary action, up to and including termination, employees should consult the CDA Administrative Office if they have any questions as to what constitutes appropriate attire.

17.4.3 CONFLICTS OF INTEREST

Employees and members of their immediate families have a continuing responsibility to avoid conflicts of interest or the appearance of any conflicts that might arise from a relationship with any individual or company. Any possible conflict of interest must be reported in writing to the CDA Administrative Office.

18. INFORMATION TECHNOLOGY, E-MAIL AND INTERNET

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18.1 CORPORATE INTERNET POLICY

All electronic (E-mail/Internet/World Wide Web (“WWW”)/PDA / Text) communication systems operated by CDA or provided to employees by CDA, including but not limited to, CDA-issued computers, laptops and Personal Digital Assistants (“PDAs”) (examples of PDAs include the Blackberry, iPhone and Palm), as well as information stored, downloaded, transmitted, received, or contained in such systems, are the property of CDA. These systems are provided to employees as a business tool to enhance productivity, and are to be used solely for job-related purposes. This policy applies equally to CDA-issued home computers and laptops.

CDA reserves and will exercise the right, at any time, without notice, to monitor, review, audit, intercept, access, and disclose all materials created, received or sent over such systems, to the extent reasonable under the circumstances, and as permitted by law. No individual user shall have any expectation of privacy from such access or monitoring, in accordance with applicable law.

CDA monitors its electronic systems for the purposes of protecting its assets, reputation and business productivity, and to ensure compliance with its corporate policies. By way of example only, CDA has legitimate interests: in protecting its confidential and proprietary information, including, but not limited to, patient information; to ensure employee compliance with CDA’s non-harassment, equal employment opportunity and non-violence policies; and to ensure that employees are not wasting time or CDA resources.

E-mail/Internet/WWW/PDAs may not be used to solicit other employees for participation in commercial ventures, religious or political causes, outside organizations, or other non-business matters. Moreover, CDA’s e-mail system is not to be used to create

any offensive or disruptive messages. Offensive and disruptive messages include, but are not limited to, any messages which are in contravention of CDA's non-harassment or no violence in the workplace policies, including those which contain threats or any racial or ethnic slurs or which offensively address someone's sex, gender identity or expression, sexual or affectional orientation, race, color, creed, religion, national origin, nationality, ancestry, age, marital or parental status, political belief, citizenship, disability, genetic information, status as a partner in a civil union or veteran status. CDA's e-mail system, including employees' personal, password-protected internet e-mails sent over CDA's computer networks, shall not be used to send (upload) or retrieve (download) copyrighted materials, trade secrets, proprietary business or financial information or similar materials without prior written authorization from CDA's Administrative Office.

The confidentiality of any e-mail or text messages should not be assumed. Even when an e-mail or text message is erased, it is still possible for CDA to retrieve and read that message because all such e-mail or text communications are stored on a hard drive and can be forensically retrieved. Further, the use of passwords for security does not guarantee confidentiality. For example, CDA expressly reserves the right to, and will, monitor and review the content of employees' e-mail communications sent over CDA's electronic systems via employees' password-protected internet e-mail accounts, such as Yahoo, or G-mail, to the extent permitted by law, and as reasonable under the circumstances, in accordance with the purposes of this Policy.

Notwithstanding CDA's right to retrieve and read any e-mail/internet/www/PDA communication, link or message, such items should be treated as confidential by other employees and accessed only by the intended recipient. Employees are not authorized to retrieve or read any e-mail/internet/www/PDA communication, link or message that is not sent to them. Any

exception to this policy must receive the prior written approval of CDA's Administrative Office.

This policy cannot be modified or altered by any oral representation of CDA. Violation and/or abuse of this policy may result in disciplinary action, up to and including termination and potential legal action.

18.2 ELECTRONIC COMMUNICATIONS ETIQUETTE GUIDELINES

Electronic communications are like any other kind of written communication. Accordingly, when sending communications via e-mail/Internet/WWW/PDAs, and particularly when posting written material, you should do all you can to avoid being misunderstood. At a minimum, please adhere to the following guidelines:

- Write carefully and accurately – do not present opinion as fact
- Do not be verbose; long e-mail is hard to read
- Before you post anything on a bulletin board, review what you have written with your supervisor
- Do not exaggerate
- Do not be flip or sarcastic
- Avoid slang and colloquialisms
- Never use profanity on-line
- Remember, not everyone sees things the same way you do. Accordingly, avoid language that can be interpreted in conflicting ways
- Consider whether or not CDA would be comfortable having your communication widely disclosed in public. Never damage the reputation of CDA, on-line or otherwise
- Do not overuse e-mail by sending courtesy copies of a message to people who do not need them. Similarly, it is not generally necessary to reply to an

- e-mail just to inform the sender that you've received it
- Do not forward e-mail messages unless the original sender is aware that the message may be forwarded. Use common sense; if you wouldn't have forwarded a copy of a paper memo with the same information, don't forward the e-mail
 - E-mail is for business communication, not for advertising. Sending e-mail messages advertising garage sales, cookie sales, or fund-raisers is considered inappropriate
 - Never forget that e-mail is not conversation. It is recorded, preserved and can be duplicated at will. While it is generally less formal looking than a hard copy letter or memorandum, it is far more permanent than speaking to someone on the phone
 - E-mail does not convey emotion well. Use the telephone when appropriate
 - When replying to e-mail, it is often useful to include a portion of the original sender's message to put your reply in context. However, it is also appropriate to delete unimportant portions of the original message in order to prevent the message from getting too long
 - Use normal capitalization and punctuation. Typing a message in all capital letters is the e-mail equivalent of shouting at the reader. You can, however, use capital letters to create emphasis

18.3 SECURITY

18.3.1 AUTHORIZED USERS

Just as every CDA employee is issued the tools appropriate to the job, you have been provided with tools to access to the Internet in ways that are appropriate to your job. Your co-workers may have

been provided with more, fewer, or different Internet tools depending on what is appropriate to their job function. These choices have been made consciously and deliberately to implement the overall CDA Internet strategy. If you believe that you should be given access to an area of the Internet for which you are not currently authorized, please speak to your supervisor.

Use of the Internet or Internet tools by unauthorized users is strictly prohibited. You are responsible to ensure that you are the only person using your Internet account. Both the unauthorized user and the person whose account was used without authorization may be subject to disciplinary action.

18.3.2 PASSWORDS, LOG-INS AND ID'S

Passwords should be non-obvious (no nicknames, names of children, birth dates, etc.). The most secure Passwords are combinations of letters, numbers and symbols that are not real words. You will also be provided with Log-ins and ID's.

18.3.3 DIVULGING PASSWORDS, LOG-INS AND ID'S

Employees are responsible for keeping their Password, Log-ins and ID's secure. Passwords, Log-ins and ID's should never be given out to anybody. A common ploy for someone trying to break into a company's computer system is to contact a user, introduce him or herself as a member of the IT Department, and request the user's Password, Log-ins and ID's in order to check out a problem with the system.

If ANYONE asks for your Password, Log-in or ID, refuse to give it and immediately report the incident to the IT Department.

If you suspect, for any reason, that your Password, Log-in or ID have been compromised, immediately change your Password and report your suspicions to the IT Department.

18.3.4 INTERNET E-MAIL SECURITY

It has been said that you shouldn't send anything over the Internet that you wouldn't feel comfortable seeing on the front page of the National Enquirer. Internet e-mail is not a secure medium of communication – it can be easily intercepted and read by those determined to know your secrets. Additionally:

Do not send any confidential information via the Internet.

Do not allow anyone to send you confidential information via the Internet.

In general, e-mail within the CDA organization travels over the Internet and is therefore accessible to hackers and other outsiders. However, in any event, e-mail is subject to internal monitoring as set forth below.

CDA provides e-mail encryption protection for anyone using a CDA corporate e-mail account. In order to encrypt an outgoing email message, the senders must type the word Encrypt in the "Subject Field". The e-mail recipients will receive a message from our Encryption Mail Server with a WebLink asking them to, "Activate your personal account", which is a one-time process. The recipients will then be directed to our McAfee Encryption Console Web Portal where they will register their e-mail accounts by entering their First and Last Names, and a Password. Please note the password must be a minimum of 8 characters and include a combination of at least two of the following three groups: letters, numbers, and symbols (pas\$word63). Once the recipients' e-mail accounts are registered, they will not have to register their e-mail addresses again. The recipients can then open the encrypted e-mail message inside our Encryption E-Mail Web Portal by signing in with their passwords. The recipients can select the message that was sent to them and then click the "Open" button to view the encrypted e-mail message.

E-mail encryption is only necessary for messages going outside of the cdapc.com domain. An encrypted message cannot be sent to someone with a cdapc.com e-mail account. This encryption service works for either corporate users using Microsoft Outlook inside the office or from the internet using the Internet Outlook Web Application: <https://webmail.cdapc.com/owa>. Encryption also works from Smartphones with the user's corporate e-mail account set up properly.

18.3.5 RECORD KEEPING FOR E-MAIL MESSAGES

As with all corporate correspondence, it is important to keep a record of e-mail messages sent and received in the course of business. E-mail does not generally leave a "paper-trail" to follow. All e-mail should be filed with other documents concerning the project, supplier, customer, or subject of the communication in the same manner as written correspondence. E-mail messages should be printed and stored with the other paper files or stored and indexed in electronic form and regularly backed up. As all business records, e-mail may be subject to discovery in the event of litigation. As with all communications, you should take care not to say anything that might appear inappropriate or that might be misconstrued by a reader.

18.4 DOWNLOADING AND UPLOADING INFORMATION

Under certain circumstances, it may be useful to download information from the Internet. However, such downloading should only be done sparingly and subject to these Policies and Guidelines.

If you are in doubt about the legality of downloading any particular information, contact the IT Department or the CDA Administrative Office for guidance.

Do not download anything unless and until you are certain that its owner has expressly permitted it to be downloaded. You should also be aware that many Internet sites maintain records of who accesses (or visits) them and what, if anything, they download from the site.

Permission to download material does not necessarily give you permission to redistribute that material. Do not redistribute downloaded material unless the owner has expressly given permission to do so.

18.4.1 SOFTWARE

Downloading software from the Internet for use on CDA computers is NOT PERMITTED without the approval of the software provider or content provider. The reason for this policy is two-fold:

18.4.2 COPYRIGHT

Virtually all software, including shareware and freeware, is copyrighted and is subject to a license which sets limitations on its use. Software downloaded from the Internet is no exception. If unlicensed software is discovered on one of the CDA computers, whether or not the software is being used, both CDA and the user of the computer might face allegations of legal liability for copyright violations.

The IT Department is responsible for ensuring that all CDA computers have only properly licensed software installed on them. Members of the CDA IT Department may periodically audit CDA computers to ensure that we are in full compliance with the copyright laws. Any unlicensed software found on the computer will be removed and reported. If there is a particular piece of software that you would like to have installed on your computer, submit a request to the CDA IT Department. Do not install software yourself, including screen savers.

18.4.3 VIRUSES

Software received from outside CDA could introduce damaging computer viruses into the computer network. These viruses can also make their way onto employees' home computers if an infected file is taken from the office. The CDA I/T Department has software to screen for and remove such viruses before they are activated. You should never download software for personal use. DO NOT decompress files, run, or install any programs on CDA computer systems.

18.5 DOWNLOADING DATA – COPYRIGHTS AND TRADEMARKS

Much of the data available for downloading from the Internet (including text, images, sound, video, company logos, etc.) is copyrighted and/or trademarked material. Both copyrights and trade-marks give their owners the exclusive right to control the use of that material. Any copying, dissemination, or other use of the material in violation of a copyright or trademark may subject both you and CDA to allegations of legal liability for violations of the copyright or trademark acts. Do not copy or distribute downloaded materials unless a notice appears on the material giving permission for dissemination and you have discussed the issue with the CDA IT Department or CDA Administrative Office.

18.5.1 UPLOADING DATA OR SOFTWARE

Uploading documents or software to the Internet (including sending such documents or software by e-mail) is NOT PERMITTED except (1) in compliance with this Policy and (2) if required by your job. Most of the documents on CDA computer systems are copyrighted and/or contain confidential business information that does not belong on an international Computer Network. Further, virtually all of the software on CDA computer systems is copy-righted, and the permission of the publisher is needed before it can be copied or used on any Computer other than the CDA system on which it was installed.

18.5.2 FEE BASED SERVICES

For-profit services now exist on the Internet, which require users to register or purchase time or services using a credit card, ATM card electronic transfer of funds. If access to these services is required for your job function, proper approvals for these expenditures must be obtained in advance. Furthermore, NEVER send credit card, ATM or electronic funds transfer information over the Internet – use the telephone or fax machine instead.

18.6 REPRESENTING CDA ONLINE

Your Internet address identifies you as an employee of CDA. However, only certain employees are authorized to speak on CDA's behalf. Unless you are specifically authorized to speak to the press or comment publicly on behalf of CDA, you are not authorized to represent CDA in communications on the Internet. Representing yourself as speaking on CDA's behalf without authorization is grounds for disciplinary action up to and including dismissal.

18.6.1 DEFAMATION, HARASSMENT, LIBEL, AND INVASION OF PRIVACY

Posting information on the Internet, in whatever fashion, is no different from publishing information in the newspaper. If a posting is alleged to be defamatory, harassing, libelous or an invasion of privacy, both the employee making the posting and CDA could be subject to claims for monetary damages. Be aware of what you post and send over the Internet. Keep in mind that e-mail intended as a private communication could be forwarded, copied, or otherwise published without your knowledge. See Representing CDA above.

18.6.2 DEFENDING THE COMPANY

If you witness a trademark violation or defamatory, disparaging or otherwise damaging statements about CDA on the Internet, immediately report the incident to the CDA Administrative Office including the context, the Internet site or newsgroup in which it appeared and, if possible, a copy of the offending message or language. You should not respond on your own no matter how you may feel about the situation.

19. SOCIAL NETWORKING POLICY

Unless specific written permission is granted by CDA, no employee may access any blog or social networking site, including but not limited to Facebook, LinkedIn, MySpace, and/or Twitter on work time or with CDA provided equipment or communications systems.

CDA recognizes that employees may choose to use certain social networking sites, create a blog, or engage in chat room conversations for personal entertainment while off duty and off of CDA's equipment and/or communications systems. When employees are blogging or using other forms of web-based forums, such as social networking sites, CDA must ensure that these communications maintain its integrity and reputation while minimizing actual or potential legal risks, whether used inside or outside the workplace. Employees are expected to protect the privacy of CDA and its employees and customers/vendors and are prohibited from disclosing personal employee and non-employee information and other proprietary and non-public information to which employees have access. Unless written reprint permission has been obtained in advance from CDA, no copyrighted information can be posted on any blog or social networking site. Likewise, the use of any of CDA's logos and/or trademarks is not permitted without specific written permission of CDA.

Generally, employees are permitted to state that they are employed by CDA, and identify their years of service and their positions without permission from CDA. Employees who wish to post information on a blog or social networking site beyond their positions and years of service, including information about CDA, their employees (current or former), their customers/vendors, must receive prior written authorization from CDA and must comply with all of the terms of this policy. If you have any question with respect to whether your publication of specific information is acceptable under this policy, you must speak with the CDA Administrative Office.

19.1 MONITORING EMPLOYEE BLOGS AND SOCIAL NETWORKING POSTS

Although social networking sites and blogs can have many positive benefits, use of social networking sites and blogs can sometimes cause problems in the workplace. It is CDA's goal to ensure that the workplace is harmonious and productive. Accordingly, CDA reserves the right to monitor employees' social networking sites, chat-room conversations, and blog postings to ensure compliance with this policy. Blog, chat-room, and social networking posts, temporary download files, and the employee's computer histories and the like, (e.g., e-mails), that are created at any time on CDA computers or CDA issued electronic devices (including, but not limited to, blackberries, pagers, or cell phones) or by accessing CDA's network from a non-CDA computer or electronic device will be saved on CDA's computer equipment and/or server and may be accessible and viewed by CDA even if the employee deletes the blog, chat-room, or social networking post, and regardless of whether the employee saves the applicable password to a CDA computer.

If CDA receives a complaint about or has reasonable suspicion to believe that an employee has posted comments that disclose confidential and/or proprietary information of CDA, its customers or vendors, which are inappropriate, disparaging, or harassing about CDA, its employees (including current and former), its customers, and/or its vendors, employees will be required to grant CDA access to their personal social networking sites if those sites are not “public” for all to view in order to permit CDA to review the alleged comments. Refusal to grant such access will be grounds for discipline up to and including termination. If CDA deems that any content violates this policy or any of CDA’s policies, including, but not limited to, the Harassment Policy or the No Violence in the Workplace Policy; disparages CDA, its employees (current and former), its customers and/or its vendors; and/or discloses confidential and proprietary information of CDA, its customers or vendors, the employee will be immediately required to remove all such content. In addition, CDA may impose further discipline upon the employee up to and including termination. Discipline may be imposed where there is a violation of any of CDA’s policies regardless of whether CDA has discovered the posting or if the posting is brought to its attention by co-employees or third-parties who view the employee’s social networking site(s) and/or subscribers to the employee’s blog(s).

If CDA learns that any employee is accessing social networking sites, including but not limited to Facebook, LinkedIn, MySpace, and/or Twitter, during working hours without prior written authorization from CDA to do so, CDA may impose discipline upon the employee up to and including termination.

In addition to the issues arising from disparaging, harassing and otherwise negative postings, managers and supervisors should be aware that employees may view a manager's or supervisor's postings as showing favoritism toward certain employees or groups of employees. Managers and supervisors should be especially sensitive to avoiding the appearance of such favoritism and should take that into consideration before agreeing to accept "friend requests" from any subordinate employee.

19.2 REQUESTS FOR RECOMMENDATIONS

CDA recognizes that employees and former employees may seek recommendations from a CDA employee through social networking sites. Managers and supervisors must refer such requests to the CDA Administrative Office for approval before providing any such recommendations.

Employees are cautioned that they should have no expectation of privacy while using CDA equipment or facilities for any purpose, including blogging and/or use of social networking sites. Contact CDA for more information regarding this policy.

Violation and/or abuse of this policy may result in disciplinary action, up to and including termination and potential legal action.

20. DRUG FREE WORKPLACE AND CRIMINAL CHARGES

Employees are expected and required to report to work on time and in appropriate mental and physical condition for work. It is our intent and obligation to provide a drug free, healthy, safe, and secure work environment.

The manufacture, use, sale, purchase, distribution, dispensation, possession, or being under the influence of an illegal drug, controlled substance or alcohol on company premises or while conducting company business off company premises is absolutely prohibited. Violation of this policy will result in disciplinary action up to and including termination, as well as possible criminal consequences.

CDA recognizes alcohol and other drug dependency as an illness and a major health problem. The company also recognizes alcohol and drug abuse as a potential health, safety, and security problem. Any employee whose job performance is impaired by the use of any prescribed or over-the-counter drug shall be subject to disciplinary action, up to and including termination. If an employee is required to take any medication which may have the tendency to impair his/her job performance, the employee must notify the CDA Administrative Office in advance.

CDA reserves the right to perform "For Cause" drug and/or alcohol testing at a qualified testing laboratory or with a doctor selected by CDA. Employees may be asked to submit to a drug and/or alcohol blood, urine and/or breath test by a physician or laboratory designated by CDA, when their performance warrants reasonable suspicion to do so, when they sustain an injury on the job, or when they return from a leave of absence of 30 days or more. Reasonable suspicion for testing includes, but is not limited to, behavior exhibited by an individual who is observed performing in an erratic or unsafe manner, or where an employee exhibits

slurred speech or noticeable alcohol breath odor or shows an alteration of capability or performance including; lateness, absenteeism, reduced efficiency, tendency to take excessive risks, continual problems with co-workers and/or supervisors, difficulty concentrating and accidents.

Any employee about whom there is reasonable suspicion of involvement with drugs or alcohol may also be required to submit to a search of his/her desk, locker, clothing, belongings and/or possessions. Refusal by an employee to submit to a search, to go directly to a testing agency, or to leave the work place constitute insubordination and are grounds for disciplinary action, up to and including termination.

CDA reserves the right, in its sole discretion, to require any employee whose job performance is impaired because of the use of alcohol or any drug, including prescribed or over-the-counter drugs, to be sent home without pay. Refusing to obey an order to be relieved from duty constitutes insubordination and is grounds for disciplinary action, up to and including termination.

Employees needing help in dealing with drug or alcohol problems are encouraged to seek help via public and private agencies and health insurance plans as appropriate. Conscientious efforts to seek and use such help will not jeopardize an employee's job and will not be part of any personnel record. However, enrolling in a counseling or treatment program is not a defense to the imposition of disciplinary action for any violation of this policy. Thus, CDA's policy is to implement normal disciplinary procedures if work problems continue, regardless of participation or non-participation in a program.

Under the Drug Free Workplace Act of 1988, employees must, as a condition of employment, abide by the terms of the above policy, and they also must report to CDA any conviction under a criminal drug statute within five (5) days after such conviction.

20.1 CRIMINAL CHARGES, ARREST OR INCARCERATION

Employees who are charged, arrested or incarcerated must advise the CDA Administrative Office not more than forty eight (48) hours from the time of the incident. Verbal communication must be followed by a complete written report that details the date, nature and circumstances of the incident, the law enforcement agency involved and full information concerning the court appearance and finding, if any.

CDA also requires an employee charged with violation of any criminal statute to report that fact to his/her supervisor and the CDA Administrative office immediately after being charged. This notification must be in writing. Failure to do so may result in disciplinary action, up to and including termination.

CDA will evaluate the information available to it from the employee, law enforcement and the courts (where appropriate) to determine what disciplinary steps need to be taken to protect the integrity of CDA and the integrity of our clients. Discipline may range from suspension without pay to termination based on the facts known at the time discipline is imposed.

21. NO VIOLENCE IN THE WORKPLACE

CDA is committed to providing a safe, violence-free workplace and strictly prohibits employees, vendors, customers, visitors or anyone else on CDA premises from behaving in a violent or threatening manner. CDA seeks to prevent workplace violence before it occurs and reserves the right to respond to behavior that suggests a propensity towards violence before any violent behavior occurs. Workplace violence includes threats of any kind, threatening, physically aggressive, or violent behavior, such as intimidation of or attempts to instill fear in others, defacing property or causing physical damage to property, bringing weapons

or firearms of any kind on CDA premises or while conducting CDA business, and other behavior that suggests a propensity toward violence, which can include belligerent speech, excessive arguing or swearing, sabotage, or threats of sabotage of property, or a demonstrated pattern of refusal to follow CDA Policies and Procedures.

If any employee observes or becomes aware of any of the above listed actions or behavior by an employee, customer, visitor, or any other person, he/she should notify the CDA Administrative Office immediately.

Employees should notify the CDA Administrative Office if a restraining order related to them in anyway is in effect, or if a potentially violent non-work related situation exists that could result in violence in the workplace.

All reports of workplace violence will be taken seriously and will be investigated promptly and thoroughly. In appropriate circumstances, CDA will inform the reporting individual of the results of the investigation. CDA will not tolerate retaliation against any employee who reports workplace violence.

If CDA determines that workplace violence has occurred, CDA will take appropriate corrective action and will impose discipline on offending employees. The appropriate discipline will depend on the facts related to the specific incident but may include written or oral warnings, probation, reassignment of responsibilities, suspension, or termination. If the violent behavior involves a non-employee, CDA will take appropriate corrective action in an attempt to ensure that such behavior is not repeated.

22. LEAVING CDA

22.1 RESIGNATION

CDA operates in a unique environment. As a courtesy and in order to qualify for payment of earned but unused Annual Leave, an employee should submit his or her resignation in writing at least two (2) weeks prior to its effective date.

22.2 EMPLOYMENT TERMINATION

CDA will follow the progressive disciplinary procedures when feasible before terminating employees. CDA reserves the right to terminate employment without prior notice for any reason.

22.3 JOB ABANDONMENT

Employees who abandon their jobs by not coming to work for three (3) consecutive days without calling in or otherwise properly informing the CDA Administrative Office as to the reason for their absence are regarded as having resigned without notice, and forfeit their rights to any pay for earned but unused leave. They remain responsible for all outstanding debts and are obligated to return any CDA property, such as the Contract Employee Identification, the CDA Employee Handbook, Standard Operating Procedures, equipment, keys, etc.

22.4 SUPERVISOR'S RESPONSIBILITIES

It is the supervisor's responsibility to collect from a terminating employee any CDA property, such as the Contract Employee Identification, the CDA Employee Handbook, CDA Standard Operating Procedures, equipment, keys, etc., before the employee's departure.

22.5 EMPLOYEE RESPONSIBILITIES

When an employee leaves CDA, any CDA property that has been issued to them must be returned, such as; the Contract Employee Identification, the CDA Employee Handbook, CDA Standard Operating Procedures, equipment, keys, etc., prior to the issuance of a final paycheck.

22.6 EXIT INTERVIEW

When possible, employees who leave the company will be interviewed on the last day of work by the CDA Administrative Staff. The exit interview provides an opportunity to discuss in confidence various aspects of the job and the company. If employees prefer, they will be given an exit interview questionnaire to complete instead. They also are offered an opportunity to review their final rating forms and to attach additional comments, if they so desire.

In the exit interview, the terminating employee is told about CDA's policy with respect to releasing information to future employers and given a reference check release waiver form. The form can be completed and left in the employee's file. The only information that will be verified is name, title and dates of employment.

22.7 BENEFITS AT TERMINATION

An employee who resigns or is separated from employment for a reason other than disciplinary action (i.e. reduction in force) the employee shall be paid accrued but unpaid leave as set forth in Section 11.

22.8 MEDICAL INSURANCE

All group medical insurance coverage provided by CDA ends on the last day of the billing cycle in which an employee is terminated.

22.9 LIFE INSURANCE

Life insurance coverage ends on the date of termination.

22.10 SHORT TERM DISABILITY AND ACCIDENTAL DEATH & DISMEMBERMENT INSURANCE

Short-Term Disability and Accidental Death & Dismemberment Insurance coverage ends on the date of termination.

22.11 BENEFITS UPON REHIRE

An employee, who leaves CDA after successfully completing an initial probationary period, if applicable, may later apply for rehire. Employees, who are rehired will, one (1) year after employment, be credited with their prior service with CDA for purposes of annual leave, promotion, benefits and job tenure. Such crediting of past service following re-employment will be granted only once, and will not be granted in cases of re-employment following a disciplinary termination.

Employees who leave CDA as a result of a reduction in force are placed on a rehire list. If a former employee is subsequently rehired from that list, the employee shall be credited with their prior service immediately, as of the date of re-employment.

23. MARYLAND SUPPLEMENT

In addition to the policies set forth in the CDA Employee Handbook, the following laws and policies apply to Maryland employees:

Flexible Leave

CDA will permit employees to use any paid leave to care for an immediate family member who is ill. Here, “immediate family member” means an employee’s child, spouse, or parent. An employee may only use paid leave that has been earned. If the employee has earned more than one type of paid leave, the employee may choose the type and amount of paid leave to be used.

Adoption Leave

An employee who would be eligible to use paid leave time for the birth of a biological child will likewise be eligible to use paid leave time for the placement of a child through adoption.

Voting Time

Any eligible voter will be permitted up to two hours of paid leave to participate in general, special, and primary elections, whether federal, state, or local; unless the employee has two continuous nonworking hours within which to vote. Employees requiring leave under this policy should notify the CDA Administrative Office as far in advance as possible so that appropriate arrangements may be made.

Court Appearances

Similar to employees selected to serve as jurors or witnesses, an employee who is a victim or a victim's representative, and who has filed a notification request form pursuant to Maryland law, may take unpaid leave in order to attend any criminal proceeding in which the right to appear has been granted to a defendant. "Victim" means a person who suffers actual or threatened physical, emotional, or financial harm as a direct result of a crime or delinquent act. "Victim's representative" includes a family member or guardian of a victim who is a minor, deceased or disabled.

Emergency Response Leave

CDA will provide unpaid time off to an employee for participation in an activity of a civil air patrol, civil defense, volunteer fire department, or volunteer rescue squad if the activity is in response to an emergency declared by the Governor and if the employee submits written proof that the employee's participation was required to his/her supervisor. An employee requiring time off under this policy should notify his/her supervisor as soon as possible.

Separation from Employment

Upon separation from employment, earned but unpaid wages will be paid on the next regular pay day.

24. NEW YORK SUPPLEMENT

In addition to the policies set forth in the CDA Employee Handbook, the following laws and policies apply to New York employees:

Short Term Disability Coverage

Disability insurance coverage (as required by New York State law) is available to all New York employees who have worked at least four consecutive weeks and who cannot work because of illness/disability not arising out of and in the course of employment for more than seven consecutive days. You also must be under the care of a qualified physician in order to receive disability benefits. You may obtain the necessary forms from the CDA Administrative Office to be filled out by your healthcare provider and yourself. They should then be returned to the CDA Administrative Office for processing.

Pursuant to Company policy, employees with banked sick time will continue to be paid at full pay beginning the 8th consecutive day of disability until the employee's banked sick time runs out. At that time, the employee will be eligible for the New York state statutory disability benefit.

Once your healthcare provider has notified you of the date you will be able to return to work, you are required to notify the Company and submit a healthcare provider's statement to that effect. For more information regarding disability benefits, speak to the CDA Administrative Office.

Time Off to Vote

CDA will permit registered voters, who do not have four consecutive nonworking hours in which to vote while the polls are open, up to two hours unpaid leave to vote in any election. The employee must notify the employer from two to ten working days before the election of the need for time off. The Company may specify the time to be taken.

Break Time for Nursing Mothers

CDA will provide an eligible employee (“Nursing Mother”) with reasonable unpaid break time, or allow the use of paid break time or meal period each day, for the purpose of expressing breast milk for her nursing child for up to three years following child birth. Under this policy, CDA will make a reasonable effort to provide a Nursing Mother with a room or other location, close to her work area, where she can express milk in privacy.

An employee wishing to express breast milk at the work place under this policy must provide her supervisor with advance notice as soon as practicable in order to coordinate appropriate arrangements.

The employer will not discriminate or retaliate against any applicant or employee because of the exercise of her right to express breast milk in the work place.

Crime Victim Leave

An employee who is the victim of an offense upon which an accusatory instrument is based or, is subpoenaed to attend a criminal proceeding as a witness or who exercises his or her rights as a victim under New York law and who notifies CDA of his/her intent to appear as a witness, to consult with the district attorney, or to exercise his or her rights as provided in the criminal procedure law, the family court act and the executive law prior to the day of his/her attendance, will be permitted to take unpaid time off in order to do so. CDA may request verification of the employee's service.

A "victim" is a person who suffers personal physical injury as a direct result of a crime; a person who is the victim of either the crime of unlawful imprisonment in the first degree, kidnapping in the second degree, kidnapping in the first degree, labor trafficking, or sex trafficking; or a person who has had a frivolous lawsuit filed against them.

An employee may also be eligible to take this leave if he/she is not the aggrieved party but the aggrieved party's next of kin, if the aggrieved party is deceased as a result of the offense, the representative of a victim, a good Samaritan, or a person pursuing an application or enforcement of an order of protection under the criminal procedure law or the family court act. A "representative" is a person who represents or stands in the place of another person, including, but not limited to, an agent, an assignee, an attorney, a guardian, a committee, a conservator, a partner, a receiver, an administrator, an executor or an heir of another person, or a parent of a minor.

Adoption Leave

An employee who would be eligible to use paid leave time for the birth of a biological child will likewise be eligible to use paid leave time for the placement of a child through adoption.

Military Spouse Leave

An employee whose spouse is a member of the U.S. Armed Forces, National Guard, or Reserves and has been deployed during a period of military conflict will be granted up to 10 days of unpaid leave when that employee's spouse is on leave from military duty. This leave applies only to employees working an average of 20 or more hours per week. Employees wishing to take this leave must provide advance notice to the CDA Administrative Office in writing, and may be required to provide documentation supporting deployment. To the extent permitted by applicable law, military spouse leave will run concurrently with any other applicable statutory leave, including but not limited to leave under the Family and Medical Leave Act.

Bone Marrow and Blood Donation Leave

Employees will be permitted to take up to three (3) hours unpaid leave per calendar year to donate blood.

Employees will be permitted to take up to twenty-four (24) work hours of unpaid leave to donate bone marrow. The Company may require verification of the need for leave by a medical provider.

You may choose to use accrued paid leave time for these purposes.

25. PENNSYLVANIA SUPPLEMENT

In addition to the policies set forth in the CDA Employee Handbook, the following policies apply to Pennsylvania employees:

Workers' Compensation Insurance

In addition to the Workers' Compensation Policy and Procedure set forth in this Employee Handbook, pursuant to Pennsylvania law, Pennsylvania employees must also adhere to the following:

Designated Health Care Providers

In order to be eligible for workers' compensation benefits, Pennsylvania employees must be treated by one of CDA's Designated Health Care Providers for a period of ninety days from the date of the first visit. CDA's Workers' Compensation Insurance will not be responsible for treatment from a non-designated health care provider during this period. After the expiration of this ninety day period, an employee may elect to continue treating with the designated provider or seek treatment from another provider, as long as the employee notifies the CDA Administrative Office in writing within five days of the first treatment by the non-designated provider and the provider thereafter files and provides to the employee and to the CDA Administrative Office a medical report form issued by the Bureau of Workers' Compensation within ten days of the commencement of treatment and at least once a month thereafter as long as treatment continues. If proper notice of the election of a non-designated provider is not given, CDA's Workers' Compensation Insurance will not be responsible for any such treatment determined to have been unreasonable or unnecessary and no payment will be made for any treatment unless and until the required medical reports are received by the CDA Administrative Office.

CDA's Designated Health Care Providers for employees are listed on the Workers' Compensation Poster in a designated area in each Pennsylvania office location.

To the full extent permitted by law, CDA reserves at all times the right to require a Pennsylvania employee claiming or receiving workers' compensation benefits to submit to examination by a physician of CDA's choice.

Access to Personnel File

In Pennsylvania, you may also provide a signed authorization designating a specific individual or individuals who will be authorized to inspect your personnel file. The signed authorization must specify the date or dates and must indicate either the purpose for which the inspection is authorized or the particular parts of the personnel file which the designated agent is authorized to inspect. CDA may request that you or your designated agent inspect the personnel file on your free time. You or your agent will be provided sufficient time to inspect the file and take notes as needed.

You or your designated agent may not add or remove any documents from your personnel file without written permission. Unless you have previously been given a copy, you or your designated agent may make copies of anything in your file.

Separation from Employment

Upon separation from employment, earned but unpaid wages will be paid on the next regular pay day. An employee may request that final compensation be sent by certified mail.

26. EMPLOYEE ACKNOWLEDGMENTS

26.1 ACKNOWLEDGMENT OF RECEIPT OF EMPLOYEE HANDBOOK

This is to certify that I have been given and had an opportunity to review the Employee Handbook, and that I understand its contents, including the following **IMPORTANT NOTICE** to employees:

This CDA Employee Handbook does not constitute an express or implied employment contract. Although this Handbook describes the general guidelines of Correctional Dental Associates (CDA) rules and policies, it is not binding on CDA. CDA reserves the right to unilaterally change, revise or discontinue its rules and policies, or terminate the employment of any employee with or without notice and with or without cause. Likewise, employees are free to terminate their employment at any time.

No employee, manager or other agent of CDA, other than the President/CEO, has the authority to enter into any agreement contrary to the above or to enter into any agreement with any employee for any specified period of time. Any amendment to the foregoing must be in writing and signed by the President/CEO.

This CDA Employee Handbook supersedes and voids all previous CDA Employee Handbooks and Policies, which may be inconsistent in any way with that stated herein.

The information contained in this CDA Employee Handbook is only a brief summary of the benefits which CDA offers its employees. For a full explanation of particular benefits, all employees should consult, where applicable, the specific plan documents themselves.

If the benefit summaries contained in this CDA Employee Handbook conflict with any statement contained in the formal plan documents, those plan documents supersede anything contained in the Handbook.

CDA, by action of the CDA Administrative Office, reserves the right to interpret, apply, alter, amend, modify or discontinue any or all of the benefits provided employees at its sole and absolute discretion. CDA will attempt to inform employees as promptly as possible of any changes in benefits; however, this is not always practical or possible and, where this is the case, CDA reserves its right, in its sole and absolute discretion, to make changes in employee benefits without prior notice.

Employee's Signature

Employee's Name

Date: _____

**26.2 ACKNOWLEDGMENT OF RECEIPT
OF ANTI-HARASSMENT AND NON-
DISCRIMINATION POLICIES**

I understand that CDA is committed to providing a work environment free of discrimination and harassment. I have reviewed and understand CDA's policy prohibiting harassment and/or discrimination on the basis of sex, gender identity or expression, sexual or affectional orientation, race, color, creed, religion, national origin, nationality, ancestry, age, marital or parental status, political belief, citizenship, disability, genetic information, status as a partner in a civil union or veteran status, in accordance with applicable federal, state and local laws. In this regard, I am fully aware that any employee found to be engaging in such harassment or discrimination will be subject to discipline up to and including immediate discharge.

I further understand that it is my responsibility to report any incidents of harassment and/or discrimination, whether directed at me or at other employees. Failure to report harassment and/or discrimination of which I am aware may lead to disciplinary action.

Employee's Signature

Employee's Name

Date: _____

**26.3 ACKNOWLEDGMENT OF RECEIPT
OF ELECTRONIC COMMUNICATION
AND INTERNET MONITORING POLICY**

I understand that all electronic communication systems (including e-mail/internet/WWW/PDA/text) as well as all information transmitted, received, or stored in these systems, are the property of CDA. I also understand that such systems are to be used solely for job-related and not for personal purposes and that I have no expectation of privacy in connection with the use of this equipment or the transmission, receipt, or information stored in such equipment. I further understand and agree not to use a code, access a file, or retrieve any stored communication unless authorized.

I acknowledge and consent to CDA's monitoring my use of this equipment at any time at its discretion. Such monitoring may include printing out and reading all e-mails entering, leaving, or stored in these systems and listening to my voice-mail messages as necessary.

Employee's Signature

Employee's Name

Date: _____

26.4 SUPPLEMENTAL ACKNOWLEDGMENTS LIST

**SECURITY ORIENTATION BROCHURE
ACKNOWLEDGMENT**

**STANDARD OPERATING PROCEDURES
ACKNOWLEDGMENT**

BENEFIT INFORMATION

HEALTH/LIFE INSURANCE DOCUMENTS

- 1) HEALTH INSURANCE ENROLLMENT FORM
- 2) HEALTH INSURANCE COST/ DECLINATION
- 3) LIFE INSURANCE ENROLLMENT FORM
- 4) PREMIUM ONLY PLAN (FILE)
- 5) FLEXIBLE SPENDING ACCOUNT
- 6) DENTAL INSURANCE ENROLLMENT FORM
- 7) DENTAL INSURANCE COST/DECLINATION FORM

401K DOCUMENTS

401K ENROLLMENT/DECLINATION

OSHA COMPLIANCE RECORD

OSHA FAMILIARIZATION ACKNOWLEDGMENT

EMPLOYEE MEDICAL RECORD

EMPLOYEE TRAINING/RETRAINING CONTRACT

HEPATITIS B VACCINE OFFER/DECLINATION

TUBERCULOSIS TESTING

**PRISON RAPE ELIMINATION
ACKNOWLEDGMENT**

**HIPAA PRIVACY AND SECURITY
ACKNOWLEDGMENT**

**SUICIDE PREVENTION
ACKNOWLEDGMENT**

**NEEDLESTICK PROTOCOL
ACKNOWLEDGMENT**

**SHARPS PROCEDURE
ACKNOWLEDGMENT**

**CHAIN OF COMMAND
ACKNOWLEDGMENT**

**TIME AND ATTENDANCE
ACKNOWLEDGMENT**