

## **Employee Action Hotline**

This agreement defines the purpose of the proposed services, the services offered, benefits, term and conditions of CEA's Employee Action Hotline program.

### **1. Services to be provided by CEA**

In order to enable the Company to create an effective complaint reporting mechanism, CEA will consult with the Company in the implementation of a professional Third Party Reporting Program, the Employee Action Hotline (EAH). This toll free number will be provided to the Company for use by its employees. Upon receipt of the information generated from the employee's call, CEA will provide a report of the information gathered to the Company. The Company will designate a contact to receive all reports generated from the EAH.

The EAH is a resource for your employees to report concerns relating to their employment. Examples include, but are not limited to: fraud, harassment, discriminatory conduct, hostile work environment issues, retaliation, work place violence, misconduct by employees and/or supervisors, illegal activity and safety violations. Employees can report anonymously or provide their name.

The goal of the EAH is to act as a deterrent to improper conduct and also to provide an additional reporting avenue for employees. This allows the employer to take appropriate corrective action before the conduct worsens or results in a legal action or a formal complaint against the company with the EEOC, DFEH, Cal-OSHA or any other regulatory agency. In the event that a claim is filed, this reporting mechanism may serve as evidence of the employers' reasonable care to prevent and correct inappropriate workplace conduct.

### **2. The EAH provides the following services:**

- A toll-free phone number (800.\*\*\*-\*\*\*\*) available 24 hours per day/seven (7) days/week for employees to report a Company incident or concern.
- An interview specialist who will capture all information provided by the caller. This information will be turned over to CEA and put into an incident report within 24 hours.
- CEA will contact the Company by phone and email with a full report after each phone call received on the EAH, on the next business day.

### **3. Benefits to Employers:**

- Allows employers to learn about potential wrongful acts before they happen or escalate into an actionable claim.
- Works as a sexual harassment deterrent and is a critical element in avoiding future litigation
- Assists in maintaining workplace standards
- Allows employees all options to report (anonymously or not) their observations and/or suspicions.
- Acts as a safety line to report and deter unsafe acts or potential OSHA violations.

In short, the EAH is a proactive tool to help reduce the Company's liability by offering employees another outlet to report concerns.

#### **4. Education**

CEA will assist the Company in educating employees about the EAH by providing flyers, paycheck inserts, and email notices which explain when and how to use the EAH. CEA will allow the Company to personalize flyers with a logo.

#### **5. Length of Contract**

This agreement is valid for one (1) year, and pricing is based on the employee count as of the agreement date.

The EAH will be implemented once this agreement is signed and payment has been received. An email reminder with a renewal link, will be sent to the Company 30 days prior to the end date.

#### **6. Confidentiality**

CEA and the Company agree that the information received on the EAH is confidential. CEA and the Company agree to use the information for the Company's own use. CEA agrees to comply with all applicable federal and state laws pertaining to dissemination of confidential information.

#### **7. Limit of Liability**

CEA and its associates will make a reasonable and proper attempt to obtain accurate information from callers and report the information received from these callers to the Company. CEA and its associates are responsible for accurately documenting the information provided by the caller to the Company. CEA and its associates are not responsible or liable in the event that the information that is provided by the caller is not accurate, nor for the actions taken by the Company upon receipt of this information. The Company assumes sole responsibility for its uses of the information received from CEA and agrees to indemnify and hold CEA, its owners, officers and employees harmless from all liability or losses, claims, demands, damages, judgements and costs brought by any third person or employees and defend them from any claims, against any liability or expense arising from any claim of any third party that is attributable to receiving the information that was reported to the Company by CEA.

#### **8. Termination of the Agreement**

Either party may terminate the contract within 60 days with written notice to the other party. In the event of early termination by the purchasing party, however, as the agreement is paid in full, no money will be returned to the Company.

#### **9. Approval of CEA**

This agreement shall not be binding until CEA's designee has approved all the terms and conditions contained herein. This agreement is signed by authorized officers of CEA and the Company.