

**EXHIBIT A**

**GENERAL RELEASE**

This General Release is entered into by and between **EMPLOYEE NAME** ("Employee") and KAISER FOUNDATION HEALTH PLAN OF COLORADO ("Health Plan").

WHEREAS, Employee's employment with Health Plan is ending due a layoff covered by a collective bargaining agreement applicable to Employee that provides specific severance pay and benefits to Employee and requires Employee to sign a general release to be eligible for such severance pay and benefits;

WHEREAS Employee and Health Plan wish to fully and finally resolve and settle any and all claims, rights and actions which Employee has or may have against Health Plan arising out of or related to Employee's employment with Health Plan or the separation of that employment;

NOW, THEREFORE, it is agreed as follows:

1. **Termination of Employment.** Employee's employment with Health Plan will terminate effective April 16, 2019 ("Termination Date"). Upon termination, Employee will receive payment of all accrued wages and unused Paid Time Off (PTO) to the date of termination and may also be eligible for various payments under the terms of applicable benefit and pension plans. Information concerning retirement and other benefits is in the Summary Plan Description, online in MyHR, or a printed copy can be obtained from the Human Resources Department.

2. **Payment and Benefits.** In return for the promises Employee makes by signing and not revoking this General Release and fully complying with all its terms, and in accordance with the applicable collective bargaining agreement, Health Plan will provide the following to Employee after Employee's termination of employment with Health Plan:

A. A severance payment equivalent to 52 weeks of Employee's current base wage rate in the total gross amount of \_\_\_\_\_ (\$ ). Payment will be made in 25 substantially equal installments, less legal payroll withholdings and deductions, beginning on the regular payroll schedule after Employee's termination, until the severance period is completed; and

B. Continuation through April 30, 2020 of Employee's current medical, dental and vision benefits under Employer's Medical Plan and Dental Plan applicable to active employees in Employee's job classification, subject to any changes in coverage, co-payments and other changes that apply to active employees during the period that such benefits are continued, as provided in those plans; or until Employee becomes eligible for medical and/or dental benefits with a new employer, whichever occurs first. Employee must immediately inform the Human Resources Department upon obtaining medical and/or dental benefits through a new employer prior to the expiration of the medical and dental benefits provided Employee under this General Release.

3. **No Other Severance Payments or Benefits.** The payments and benefits provided for in paragraph 2 above are the only severance pay and benefits to which Employee is entitled.

4. **General Release of Employment-Related Claims.** In consideration of the severance payments and benefits described in paragraph 2 above, Employee releases and forever discharges Health Plan and any affiliated or related companies, including but not limited to Colorado Permanente Medical and any of the other organizations participating in the Kaiser Permanente Medical Care Program and their respective subsidiaries, affiliates, successors, agents, directors, officers, attorneys, and employees ("the Releasees"), from any and all claims of any kind, known and unknown, arising out of or related to Employee's employment with Health Plan or the termination of Employee's employment. This release includes all claims which Employee has now or which arise in the future against the Releasees based on any act, event or occurrence up to the date of Employee's signing of this General Release. This release includes, but is not limited to, all claims based in tort or contract, or under any federal, state, or local statutes, ordinances, regulations, Executive Orders, or common law, including, but not limited to, the Age Discrimination in Employment Act, Title VII of the Civil Rights Act, the Americans with Disabilities Act, the Family and Medical Leave Act, the Worker Adjustment and Retraining Notification Act, Colorado Anti-Discrimination Act, or any claim based on alleged discrimination, breach of contract or public policy, wrongful or retaliatory discharge and all claims for compensation, vacation, wrongful denial of insurance and employee benefits.

5. **Release of Unknown Claims.** Employee expressly acknowledges that this General Release includes a full and final release of all claims arising out of or

related to Employee's employment or the termination of that employment that Employee did not know or suspect to exist at the time Employee signed this General Release, and that the payments and benefits provided by Health Plan under this General Release are also for the release of those unknown claims.

6. **Exclusions From Release.** This release does not affect vested retirement benefits, benefits to which Employee is entitled under COBRA, any claims for workers' compensation benefits, or any other claims that cannot be released or waived as a matter of law. This includes the right to file a charge with any administrative agency (such as the U.S. Equal Employment Opportunity Commission or state fair employment practices agency), provide information to an agency, or otherwise participate in an agency investigation or other administrative proceeding. However, Employee gives up all rights to any money or other individual relief based on any agency or judicial decision, including class or collective action rulings, except as prohibited by law. Employee represents and warrants that Employee has not filed and there are not currently pending any administrative agency charges by him against any of the Releasees, or any claims by him against any of the Releasees that are released under this General Release. This representation and warranty is a material inducement to Health Plan entering into this General Release.

7. **No Admission of Liability.** Employee acknowledges that Health Plan's entering into this General Release is not, and shall not be construed to be, an admission of any wrongdoing or liability by Health Plan or by any Releasee.

8. **Return of Property and Proprietary Information.** Employee shall return to Health Plan on or before Employee's Termination Date all property belonging to Health Plan, including, but not limited to Employee's ID badges, cellular phones, personal digital assistants, pagers, company pass, keys, credit cards, telephone calling card, files, records, computer access codes, computer equipment, instruction manuals, business plans and any other Health Plan documents in Employee's possession. Health Plan property includes documents and electronic data which Employee prepared or helped to prepare in connection with Employee's employment with Health Plan. Employee also agrees Employee will not retain any such Health Plan documents and electronic data on Employee's personal computer or other non-Health Plan location. Employee further agrees to identify and provide Health Plan with the passwords for all of Employee's Kaiser Permanente applications, including, but not limited to, voice mail, electronic mail, computers, cellular phones, personal digital assistants, and electronic records.

9. **Non-disclosure of Confidential Information.** Employee agrees to refrain from using or disclosing any Health Plan or other Kaiser Permanente entity Confidential Information, which includes non-public information, financial and medical information, legally confidential information, and information received from third parties under confidential conditions.

10. **Job Elimination Information.** Pursuant to the Older Workers Benefit Protection Act, Health Plan has informed Employee in writing of the job titles and ages of all employees who were selected for termination and/or are eligible for severance pay and benefits, as well as the job titles and ages of all individuals in the same organizational unit who were not selected for termination and/or are not eligible for said severance pay and benefits. This information is attached as Exhibit "A" to this General Release.

11. **Governing Law.** This General Release shall be construed and governed by the laws of the state of Colorado.

12. **Effect of Partial Invalidity.** Should any provision of this General Release be declared or determined by any court to be illegal, invalid, or unenforceable, the remainder of this General Release shall remain fully valid and enforceable.

13. **Right to Consult Attorney; Knowing and Voluntary Agreement.** Employee is advised by this General Release to consult with an attorney to obtain advice about Employee's rights and obligations under this General Release. Employee represents that Employee has carefully read this General Release, finds that it has been written in a language that Employee understands, and that Employee voluntarily is entering into this General Release. This General Release does not purport to waive rights or claims that may arise from acts or events occurring after the date that this General Release is executed by Employee.

14. **Time to Consider; Right to Revoke Agreement and Release; Effective Date.** Employee has forty-five (45) days following receipt of this General Release to consider its terms and sign it. Any modification of this General Release, whether material or not, during the 45-day consideration period shall not re-start the running of this time period. Employee may revoke this General Release at any time within seven (7) days following Employee's signing of it. Any revocation must be in writing and received within the seven (7) day period by Jessica Bidlingmaier, Human Resources Director, 2500 S Havana St, Aurora, CO 80014, [jessica.bidlingmaier@kp.org](mailto:jessica.bidlingmaier@kp.org), 303-720-0986 (tel.). Employee may sign this General Release prior to the expiration of the 45-

day consideration period, and in those circumstances, the 7-day revocation period begins on the date of Employee's signature. This General Release shall not become effective or enforceable until the eighth (8<sup>th</sup>) day after Employee signs and does not revoke it. If Employee has not signed this General Release by the expiration of the 45-day consideration period, then the offer of severance payments and benefits set forth in paragraph 2 above will expire and no severance payments or benefits will be owed or provided to Employee.

15. **Entire Agreement.** This General Release contains the entire agreement between Health Plan and Employee and fully supersedes any prior negotiations, understandings or agreements between them pertaining to the subject matter of this General Release. Health Plan and Employee acknowledge that, in entering this General Release they have not relied upon any representations, statements, promises or understandings that are not expressly written in this General Release. No change to or modification of this General Release shall be valid or binding unless it is in writing and signed by Employee and Health Plan's Vice President, Human Resources.

**By signing this General Release, Employee states that: Employee has read it; Employee understands it and knows that Employee may be giving up important rights; Employee agrees with the terms and conditions in it; Employee is aware of Employee's right to consult an attorney before signing it; and Employee has signed it knowingly and voluntarily and as a general release and waiver of employment-related claims.**

\_\_\_\_\_  
**Employee**

Dated: \_\_\_\_\_, 2019

By \_\_\_\_\_  
Jerry Hartbarger, Vice President, Human Resources, Kaiser Foundation Health Plan of Colorado

Dated: \_\_\_\_\_, 2019