

DRAFT

SEPARATION AGREEMENT AND GENERAL RELEASE

This agreement ("Agreement") is entered into between the Hospital of Saint Raphael ("Hospital") and _____ ("Employee"):

1. **Termination of Employment.** Employee and the Hospital will end their employment relationship on September 11, 2012 ("Date of Termination"). **This Agreement shall not be effective unless signed by the Employee AFTER the end of Employee's work shift on the Date of Termination.**

2. **Eligibility Requirements.** This Agreement is offered to Employee as part of a Separation Program ("Program") that is available only to eligible employees of the Hospital selected to participate in the Program. The Program is a result of Hospital's acquisition by Yale-New Haven Hospital, Inc. Employees were selected to participate in the Program based on the selection criteria described in Appendix A. To be eligible to participate in the Program, an employee must not have been offered equivalent employment by Yale-New Haven Hospital, Inc. in connection with its acquisition of the Hospital. The Program will begin in or about August 2012 and is terminable thereafter in the Hospital's discretion.

3. **Time Limits.** Employee has at least forty-five (45) days from Employee's receipt of this Agreement to consider whether to accept the Agreement and participate in the Program. To elect to participate in the Program and receive the consideration (enhanced severance benefits) offered under the Program, Employee must sign the Agreement within forty-five (45) days of receipt of the Agreement and return the signed Agreement to Janeanne Lubin-Szafranski, Vice President and General Counsel. If Employee timely revokes the Agreement as provided below, Employee will not receive or be eligible for the consideration described in this Agreement.

4. **Basic Benefits.** Employee will receive the following items whether or not Employee signs this Agreement:

- All Accrued and Unused vacation hours;
- Core Severance Pay of ____ () weeks;
- Medical and dental coverage* through October 12, 2012.

5. **Consideration.** In consideration for Employee's signing this Agreement without revocation and complying with the promises herein, Employee will be provided:

- _____ () weeks' total salary continuation, which includes the core severance pay.
- Medical and dental coverage* until _____, 2012, subject to payment by Employee through withholding from severance pay of the employee health insurance premium charge for such coverage.

***IMPORTANT NOTE:** Because the Hospital's Flexible Benefits Plan 2012 under which medical and dental coverage has been provided will no longer be available, the Hospital will offer the medical and dental coverage provided under this Agreement through a new insurance program. Employee understands and agrees that in order to obtain such medical and dental coverage, Employee must complete and submit the necessary paperwork in a timely manner.

Employee also understands and agrees that all payments for severance and accrued vacation hereunder are subject to applicable deductions and withholdings, including FICA (Social Security and Medicare) taxes and other Federal and state income and employment taxes.

6. **No Consideration Absent Execution of this Agreement.** Employee understands and agrees that Employee would not receive the enhanced severance payments and other consideration set forth in Paragraph 5 without Employee's execution of this Agreement and fulfillment of the promises contained herein.

7. **General Release of All Claims.** Employee, for Employee personally and for Employee's heirs, executors, administrators, successors and assigns, knowingly and voluntarily releases and forever discharges the Hospital, its parent corporation, affiliates, subsidiaries, divisions, predecessors, successors, insurers and assigns, and the current and former employees, attorneys, officers, directors, partners and agents thereof, both individually and in their business capacities, and their employee benefit plans and programs and their administrators and fiduciaries (collectively referred to throughout the remainder of this Agreement as "Releasees"), of and from any and all claims, known and unknown, asserted and unasserted, which Employee has or may have against Releasees as of the date of Employee's execution of this Agreement, including, but not limited to, any alleged violation of the statutes, common law, and other laws listed below.

- Title VII of the Civil Rights Act;
- Sections 1981 through 1988 of Title 42 of the United States Code;
- The Employee Retirement Income Security Act of 1974 ("ERISA");
- The Immigration Reform and Control Act;
- The Americans with Disabilities Act;
- The Age Discrimination in Employment Act ("ADEA");
- The Fair Credit Reporting Act;
- The Family and Medical Leave Act;
- The Equal Pay Act;
- The Sarbanes-Oxley Act;
- Connecticut Fair Employment Practices Act, Conn. Gen. Stat. § 46a-51 et seq.;
- The Connecticut Statutory Provision Regarding Retaliation/ Discrimination for Filing a Workers' Compensation Claim, Conn. Gen. Stat. § 31-290a;
- Connecticut Family and Medical Leave Act, Conn. Gen. Stat. § 31-51kk et seq.;

- The Connecticut Whistleblower Law, Conn. Gen. Stat. § 31-51m;
- The Connecticut Free Speech Law, Conn. Gen. Stat. § 31-51q;
- Connecticut Wage Hour and Wage Payment Laws, as amended;
- Connecticut OSHA, as amended;
- Connecticut Equal Pay Law – Conn. Gen. Stat. § 31-58(e) et seq.; §§ 31-75 and 31-76;
- Connecticut Drug Testing Law – Conn. Gen. Stat. § 31-51t et seq.;
- Connecticut AIDS Testing and Confidentiality Law – Conn. Gen. Stat. § 19a-581 et seq.;
- Connecticut Age Discrimination and Employee Benefits Law – Conn. Gen. Stat. § 38a-543;
- Connecticut Reproductive Hazards Law – Conn. Gen. Stat. § 31-40g et seq.;
- Connecticut Smoking Outside the Workplace Law – Conn. Gen. Stat. § 31-40s;
- Connecticut Electronic Monitoring of Employees – Conn. Gen. Stat. § 31-48b and d;
- Connecticut Statutory Provision Regarding Protection of Social Security Numbers and Personal Information – Conn. Gen. Stat. § 42-470 et seq.;
- Connecticut Statutory Provision Regarding Consumer Privacy and Identity Theft;
- Connecticut Paid Sick Leave law;
- Any other federal, state or local civil or human rights law or any other federal, state or local law, regulation or ordinance;
- Any obligation or claim arising under any public policy, contract (express or implied, written or oral), tort, or common law, including, but not limited to, wrongful discharge, defamation, emotional distress, misrepresentation and/or obligations arising out of any of the Hospital's employment policies or practices, employee handbooks and/or any statements by any employee or agent of the Hospital whether oral or written; and
- Any allegation for costs, fees, or other expenses including attorneys' fees incurred in connection with Employee's separation of employment and/or consideration of this Agreement. All statutes referred to or covered by the foregoing are intended to be construed and applied in their most current and/or amended form as of the date Employee signs this Agreement.

If any claim is not subject to release, to the extent permitted by law Employee waives any right or ability to be a class or collective action representative or otherwise to participate in any putative or certified class, collective or multi-party action or proceeding based on such a claim in which the Hospital or any other Releasee identified in this Agreement is a party. Employee promises not to consent to become a member of any class or collective in a case in which any claim is asserted against the Hospital or any Releasee that is related in any way to Employee's employment or the termination of Employee's employment with the Hospital. If, without Employee's prior knowledge and consent, Employee is made a member of a class in any proceeding, Employee agrees to opt out of the class at the first opportunity.

8. **Covenant Not To Sue.** Employee specifically agrees to refrain from asserting any claim, filing any lawsuit, or commencing other adjudicative process, to the extent permitted by law, in any court, administrative agency, commission or other forum against the Hospital, concerning any of the claims identified in Paragraph 7. Employee represents that Employee has not filed, caused to be filed, or is not currently a party to any claim, complaint, charge or other proceeding against the Hospital. Employee agrees that any Releasee shall be entitled to seek appropriate judicial relief to dismiss any such claims and recover all costs, expenses and damages associated with enforcement of this provision, as permitted by law. Employee understands that this provision does not prevent filing a charge with, or participating in any investigation or proceeding conducted by, the Equal Employment Opportunity Commission, National Labor Relations Board and/or any federal, state or local agency. However, Employee hereby waives any and all rights to recover monetary damages in any claim, lawsuit, or other adjudicative process in any court, administrative agency, commission or other forum, filed by Employee or by anyone else on Employee's behalf.

Both parties to this Agreement acknowledge that this Agreement does not limit either party's right, where applicable, to file or participate in an investigative proceeding of any Federal, State or local governmental agency. To the extent permitted by law, Employee agrees with respect to any such proceeding that Employee shall not be entitled to recover any individual monetary relief or other individual remedy.

9. **Acknowledgements and Affirmations.** Employee affirms that Employee has been paid and/or has received all compensation, wages, bonuses, commissions, vacation time and other benefits to which Employee may be entitled, except as provided in this Agreement. If classified as non-exempt on the Date of Termination, Employee further affirms that as of the date Employee signs this Agreement, all of Employee's work hours were reported to the Hospital.

Employee affirms that Employee has been granted all leave (paid or unpaid) to which Employee was entitled under the state and/or federal Family and Medical Leave Act and that Employee has not been discriminated or retaliated against due to Employee's exercise of rights, if any, under the state and/or federal Family and Medical Leave Act. Employee affirms that Employee has no known workplace injury or occupational disease that was not previously reported to the Hospital.

Employee affirms that Employee is not aware of any compliance issues regarding the Hospital, its officers, or employees, or that Employee has provided the Hospital in accordance with the Hospital's reporting policies with any and all information that Employee reasonably believes might cause the Hospital or any of the Releasees to incur any civil or criminal liability to the federal government or the government of any State.

10. **Applicable Data.** Attached as Appendix A is a list of all individuals within the same decisional unit as Employee by job title and age (as of the Date of Termination) who have been selected for termination as part of the Program and other employees in the same decisional unit who have not been selected for termination as part of the Program.

11. **Confidentiality and Return of Property.** Employee agrees not to disclose any information regarding the existence or substance of this Agreement, except to Employee's spouse, tax advisor, and/or an attorney or union representative with whom Employee chooses to consult regarding Employee's consideration of this Agreement.

Employee affirms that, except in the performance of Employee's duties on the Hospital's behalf, Employee has not divulged any proprietary or confidential information of the Hospital. Employee will continue to maintain the confidentiality of such information consistent with the Hospital's policies and the law. Employee further affirms that Employee does not have any Hospital property, documents and/or confidential information in Employee's possession or control and that Employee has not had any Hospital property, documents and/or confidential information in Employee's possession or control since Employee's Date of Termination. Employee further affirms that Employee has not asked anyone to provide Employee with any Hospital property, documents and/or confidential information since Employee's Date of Termination. Employee affirms that Employee has returned and not destroyed any Hospital property, documents, and/or any confidential information that were in Employee's possession or control.

Employee also affirms that Employee is in possession of all property that Employee had at the Hospital's premises and that the Hospital is not in possession of any of Employee's property.

12. **Non-disparagement.** Employee agrees that Employee will not in any way disparage the Hospital, or any of the Releasees, including, but not limited to, their officers, directors and employees, or make or solicit any comments, statements, or the like to the media or to others that may be considered to be derogatory or detrimental to the good name or business reputation of the Hospital or any of the Releasees. In the event that Employee violates this provision, Employee acknowledges that the Hospital has the right to cease any remaining enhanced severance payments and benefit continuation otherwise called for by Paragraph 5 and to institute an action against Employee for any damages plus the reimbursement of attorneys' fees and costs incurred in connection with the enforcement of this provision. It is understood that the rest of this Agreement and General Release would, nevertheless, remain in full force and effect.

13. **Governing Law and Interpretation.** This Agreement shall be governed and conformed in accordance with the laws of the State of Connecticut without regard to its conflict of laws provision. In the event of a breach of any provision of this Agreement, either party may institute an action specifically to enforce any term or terms

of the Agreement and/or to seek any damages for breach. The forum for any such claim shall be a court of competent jurisdiction within the State of Connecticut. The provisions of this Agreement are severable. Should any provision of this Agreement other than the general release language in Paragraph 7 be declared illegal or unenforceable by a court of competent jurisdiction and cannot be modified to be enforceable, such provision shall immediately become null and void, leaving the remainder of this Agreement in full force and effect.

14. **Nonadmission of Wrongdoing.** The parties agree that neither this Agreement nor the furnishing of the consideration for this Agreement shall be deemed or construed at any time for any purpose as an admission by the Hospital of wrongdoing or evidence of any liability or unlawful conduct of any kind.

15. **Amendment.** This Agreement may not be modified, altered or changed except in a writing signed by both parties that makes specific reference to this Agreement.

16. **Entire Agreement.** This Agreement sets forth the entire agreement between the parties hereto, and fully supersedes any prior agreements or understandings between the parties, except for the Hospital's Confidentiality Policy previously executed and agreed to by Employee, which is incorporated herein by reference. Employee acknowledges that Employee has not relied on any representations, promises, or agreements of any kind made to Employee in connection with Employee's decision to accept this Agreement, except for those set forth in this Agreement.

EMPLOYEE IS ADVISED THAT EMPLOYEE HAS AT LEAST FORTY-FIVE (45) CALENDAR DAYS TO CONSIDER THIS AGREEMENT. EMPLOYEE ALSO IS ADVISED TO CONSULT WITH AN ATTORNEY PRIOR TO SIGNING THIS AGREEMENT.

EMPLOYEE MAY REVOKE ACCEPTANCE OF THIS AGREEMENT FOR A PERIOD OF SEVEN (7) CALENDAR DAYS FOLLOWING THE DATE EMPLOYEE SIGNS THIS AGREEMENT. ANY REVOCATION WITHIN THIS PERIOD MUST BE SUBMITTED, IN WRITING, TO JANEANNE LUBIN-SZAFRANSKI, VICE PRESIDENT AND GENERAL COUNSEL, AND STATE, "I HEREBY REVOKE MY ACCEPTANCE OF OUR AGREEMENT." THE REVOCATION MUST BE PERSONALLY DELIVERED TO JANEANNE LUBIN-SZAFRANSKI OR MAILED TO HER AT 1450 CHAPEL STREET, NEW HAVEN, CT 06511 AND POSTMARKED WITHIN SEVEN (7) CALENDAR DAYS AFTER EMPLOYEE SIGNS THIS AGREEMENT.

EMPLOYEE AGREES THAT ANY MODIFICATION, MATERIAL OR OTHERWISE, MADE TO THIS AGREEMENT DOES NOT RESTART OR AFFECT IN ANY MANNER THE ORIGINAL CONSIDERATION PERIOD OF AT LEAST FORTY-FIVE (45) CALENDAR DAYS.

EMPLOYEE FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTERS INTO THIS AGREEMENT INTENDING TO WAIVE, SETTLE AND RELEASE ALL CLAIMS EMPLOYEE HAS OR MIGHT HAVE AGAINST RELEASEES AS SET FORTH IN PARAGRAPH 7 ABOVE.

The parties knowingly and voluntarily sign this Separation Agreement and General Release as of the date(s) set forth below:

Employee may not sign this Agreement before the Date of Termination.

[EMPLOYEE SIGNATURE]

[EMPLOYEE NAME - PRINTED]

Date Signed: _____

HOSPITAL OF SAINT RAPHAEL

By _____
[HOSPITAL REPRESENTATIVE SIGNATURE]

[HOSPITAL REPRESENTATIVE NAME - PRINTED]

Date Signed: _____

