

MEMORANDUM OF UNDERSTANDING

Pharmacy Benefits

This Memorandum of Understanding ("MOU") is entered into by Sutter Care at Home San Francisco Home Health, Concord/Alameda Home Health, San Mateo Hospice, Alameda Hospice, Sacramento Hospice, and VNA of Santa Cruz, and Sutter Center for Psychiatry (together, the "Employer") and NUHW (the "Union") (together, the "Parties").

WHEREAS, the parties reached contract settlement agreements for San Francisco Home Health, Concord/Alameda Home Health, San Mateo Hospice, Alameda Hospice, Sacramento Hospice, and VNA of Santa Cruz, and Sutter Center for Psychiatry on June 12 and June 24, 2024; and, WHEREAS, the Parties agreed that the maximum monthly out-of-pocket for specialty drugs (whether preferred drugs, which have a copay of \$50, or non-preferred, which have a copay of \$75) will be the equivalent of three (3) specialty drugs total, and WHEREAS there are administrative issues in implementing the above.

NOW, THEREFORE, the Parties agree to the followings:

1. For the 2025 benefit year, the Employer will not implement a separate prescription out-of-pocket maximum per the settlement agreement and instead will maintain the current out-of-pocket maximum that includes both medical and prescription.
2. For the 2025 benefit year, the Employer will apply a monthly out-of-pocket maximum for specialty preferred/non-preferred drugs of \$225 amount, instead of a maximum of three (3) specialty drugs.
3. In 2025, the Parties agree to meet and discuss the terms of this MOU and determine whether to extend it in 2026 and the terms of that extension.
4. If the Parties do not agree to extend or otherwise modify this MOU, then then monthly out-of-pocket maximum for specialty drugs will, effective 1 January 2026, become the cost of the first three (3) specialty drugs each moth (that is, either \$150, \$175, \$200, or \$225), rather than a straight monthly out-of-pocket maximum of \$225.
5. The terms of this MOU may be modified in the future only by mutual agreement between the Parties.
6. This MOU is expressly agreed to be non-precedent-setting. Neither the MOU nor any of its terms may be cited or used for any purpose except to enforce the terms of the MOU.

Sutter Care at Home

Date: 7/10/25

Signature: [Handwritten Signature]

Print name: MARK K. McPHERSON

NUHW

Date: 7/10/25

Signature: [Handwritten Signature]

Print name: RALPH R CORRETO