

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into by and between KENT STATE UNIVERSITY (hereinafter called the "University") and the Tenure-Track Bargaining Unit of the AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS, KENT STATE CHAPTER (hereinafter called the "Association").

WHEREAS, the University and the Association are parties to a collective bargaining agreement effective August 19, 2019 (the "2019 CBA"); and

WHEREAS, the parties have discussed certain modifications of the 2019 CBA relating to the prescription drug program, which the parties deem to be mutually beneficial.

NOW, THEREFORE, in consideration of and for the mutual promises and covenants contained herein, the parties agree, subject to approval by the University Board of Trustees and appropriate Association representatives and/or members, that the 2019 CBA will be modified as follows:

A new subsection 6 will be added to Article XIII, Section 1.D. as follows:

1. Faculty members electing any of the Medical Plan options will be covered under a prescription drug benefit plan. The cost of this coverage is included in the employee contribution described in Section 1.B.4. above.
2. Under any of the PPO options, purchases are subject to a coinsurance payment from the employee, but are not subject to an annual deductible, as set forth in Attachments A and B hereto.
3. Under the HDHP, purchases are subject to the annual deductible and may be subject to a coinsurance payment from the employee, as set forth in Attachments A and B hereto.
4. Prescription drug benefits for Faculty members electing a medical benefit plan shall also include coverage for oral contraceptives.
5. The prescription drug benefit provided to employees electing any of the medical plans will include the following features:
 - a. Medications may be received from either a retail pharmacy or a mail service pharmacy subject to the limitations below. The maximum prescription available at a retail pharmacy is a 30-day supply; the maximum prescription available from the mail service pharmacy is a 90-day supply.
 - b. Coinsurance levels will be 10% for generic medications, 20% for brand name medications and 40% for brand name medications when a generic equivalent is

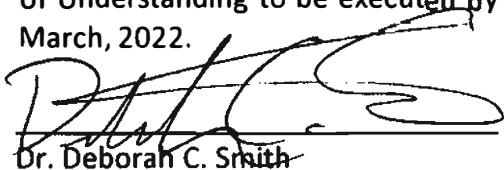
available. The maximum coinsurance for any single prescription will be \$80, except when a brand name medication is prescribed when a generic equivalent is available. In this case, the maximum coinsurance for any single prescription will be \$100, unless the physician has written the prescription dispense as written.

- c. Benefits will be provided for maintenance medications (whether brand or generic) through a retail pharmacy for a 30-day prescription and two 30-day refills at the retail level. After the initial 90-day period, benefits will be provided for maintenance medications through the mail service pharmacy only.
6. In the case of specialty prescription drugs, the CVS/Caremark Prudent Rx Program ("Program") shall be implemented effective on or about July 1, 2022, under any of the PPO options. In connection with this Program, the prescription drug co-insurance applicable to specialty drugs covered under the Program shall be 30% (with no maximum) for PPO plan members; provided, however, any such plan members who are enrolled in the Prudent Rx Program for specialty drugs shall be charged zero (\$0.00) copay/coinsurance, with respect to drugs covered under the Program. In the case of drugs not covered under the Program, the coinsurance provisions described above in Section 5.b. shall apply.
- a. "Specialty prescription drugs" are defined as "high-cost medications used to treat complex conditions that are typically injectable or infused, requiring a higher touch point and usually special handling of the medication."
 - b. Prudent Rx shall initiate steps for plan member enrollment in the Program and ensure enrollment completion for those who wish to enroll. In no case will members be asked to provide tax or other financial information in conjunction with enrollment.
 - c. The existing process for filling specialty medication prescriptions through either mail or at a local CVS Pharmacy shall not change under the Program.
 - d. Ongoing after establishment of the Program, Prudent Rx will monitor claims to ensure accurate billing, engage in outreach to and enroll new members starting on medications included in the Program, and follow up with existing members as needed to maintain enrollment and ensure that zero dollar (\$0.00) copay/co-insurance applies to all members enrolled in the program with respect to medications included in the Program.
 - e. In the case where a drug which was covered by the Program is no longer included, another medication or medications addressing the condition may be retained or added to the Program. With respect to any drug no longer included in the Program, the coinsurance provisions described above in 5.b above shall apply.

- f. Either party may terminate the application of the Program to employees under this Agreement, by providing a minimum of ninety (90) days' notice to the other party. In the event of termination of the Program, the coinsurance provisions described above in Section 5.b. shall apply.
- g. The parties acknowledge that the University neither designs nor has control with respect to Program provisions, or changes thereto, and cannot guarantee the continuation of any particular provisions of the Program. The University shall utilize all reasonable efforts to notify the Association of any changes in the Program. Should there be changes to the Program that affect any of the provisions contained in this Section 1.D, the parties will terminate the Program as soon as practicable. Prior to the completion of such termination, the applicable coinsurance levels for plan members enrolled in the Program will be no higher than those specified in Section 5.b. Following termination, the coinsurance provisions described above in Section 5.b. shall apply.

Section 1.D. as amended herein will be incorporated into Article XIII of any successor to the 2019 CBA and neither party will seek any further amendments to Article XIII, Section 1.D. during negotiations for a successor to the 2019 CBA. However, in the event either party terminates the Prudent Rx Program pursuant to subsection 6.f. prior to ratifying a successor to the 2019 CBA, then the new subsection 6, as described above, shall no longer be incorporated into Article XIII of that successor agreement. In such case, either party may seek other amendments to Article XIII, Section 1.D.

IN WITNESS WHEREOF, the University and the Association have caused this Memorandum of Understanding to be executed by their duly authorized representatives as of this 8th day of March, 2022.



Dr. Deborah C. Smith
President - Tenured and Tenure-Track Unit,
American Association of University Professors,
Kent State Chapter



Jack Witt III
Vice President - Human Resources
Kent State University

3/8/22
Date

3/8/22
Date