

**§ 999.5(d)(5)(F)**

*For each health facility that is the subject of the agreement or transaction, all existing documents setting forth any guarantees made by any entity that would be taking over operation or control of the health facility relating to employee job security and retraining, or the continuation of current staffing levels and policies, employee wages, salaries, benefits, working conditions and employment protections.*

In the Definitive Agreement, Prime and Prime Foundation have agreed to continue the employment of substantially all of the employees of the Health System following the closing date. [Definitive Agreement, §7.3(a)] The continuing employees will receive substantially the same salaries and wages, and have similar job titles and duties as were provided by DCHS prior to the closing for a period of twelve months post-closing. [Definitive Agreement, §7.3(a)] Prime and Prime Foundation will abide by the severance pay obligations contained in the Health System's severance policies in force prior to the closing for a period of at least twelve months following the closing. [Definitive Agreement, §7.3(c)] Prime and Prime Foundation will provide employment benefits to the continuing employees that are consistent with employee benefit plans to which similarly situated Prime employees receive, subject to any requirements as may be provided in any collective bargaining agreement. [Definitive Agreement, §7.3(e)] The Definitive Agreement protects service credit for an employee's years of service for purposes of determining eligibility, vesting, and the amount of holiday, vacation and sick pay. [Definitive Agreement, §7.3(f)] Prime and Prime Foundation agree to use commercially reasonable efforts to cause all pre-existing conditions of continuing employees and their dependents to be covered by insurance and to waive or meet coverage conditions of health plans to the same extent as waived or met under the Health System's plans, and to credit employees with prior paid deductibles and copayments. [Definitive Agreement, §7.3(g), (h)]

In addition to the Definitive Agreement, Prime has entered into three Memoranda of Agreements ("MOAs") with the CNA that provide additional protections to the nurses who are currently employed in existing Health System bargaining units. These additional protections include the following:

1. As provided in the Definitive Agreement, Prime agreed in the MOAs to protect "all past pension accruals."
2. As provided in the Definitive Agreement, Prime agreed in the MOAs to acquire all of the DCHS hospitals; continue to operate each of them for at least five years; and commit that it has no current plans to reduce or eliminate the services currently offered by the hospitals.
3. Prime represented in the MOAs that it "has no interest in the bankruptcy of any of the hospitals" which may result in the termination of the collective bargaining agreements ("CBAs") between DCHS and CNA.
4. Prime guaranteed employment of all Registered Nurses who are represented by CNA for a period of one year following the closing of the transaction on the terms and conditions of employment set forth in the current CBAs.

5. CNA agreed that all nurses covered by the bargaining unit can be moved immediately after closing into Prime's health care plans, so long as (a) the co-pay and deductible levels are the same as the current plans; and (b) the nurses covered by the bargaining unit will be made whole for already paid co-pays and deductibles if the plan change is made mid-year.