

EXHIBIT 1

PNC BANK, NATIONAL ASSOCIATION
Funds Transfer Notification



PNC BANK, National Association

Date 10/31/2022	Time 11:16:15 AM	Amount 2,104,337.12
Debit/Credit Credit	SWIFT/FED/CHIPS Reference Number [REDACTED]	
Wire Type [REDACTED]	Bank Reference No. [REDACTED]	Account Number [REDACTED]
Payment Status Completed		Customer Reference Number [REDACTED]

Foreign Exchange Information

DR Currency USD	CR Currency USD
DR Currency Amt. 2,104,337.12	CR Currency Amt. 2,104,337.12
Exchange Rate	Trader Control No.

Originator DR AKRAM BOUTROS [REDACTED] [REDACTED]	Originating Bank Account Number: [REDACTED]
---	---

Please direct inquiries for business accounts to Treasury Management Client Care at 1-800-669-1518. To expedite assistance with your inquiry, please have the bank reference or Fed reference number listed above readily available. Consumer clients, please contact a PNC branch for assistance with wire transfer inquiries

Beneficiary THE METROHEALTH SYSTEM CLEVELAND OH 44109-1900	Beneficiary Bank Account Number: [REDACTED]
--	---

EXHIBIT 2

Notification Timeline of Issue

July 18, 2022 – During my monthly meeting with Co-General Counsels, Sonja Rajki and Laura McBride, I identify the Board Policies that require revisions and updating. I specifically identify the Executive Compensation as one of those that will take significant time for discussion, and ask that they discuss with Governance Committee Chair, Inajo Chappell.

July 29, 2022 – During my biweekly call with Board Chair, Vanessa Whiting, I inform her that there are several Board Policies that require revisions and updating. I specifically identify the Executive Compensation as one of those that will take significant time for discussion.

August 2, 2022 – I ask for policy in word format and send my suggested policy revisions to Co-General Counsels, Sonja Rajki and Laura McBride, and Board Chair, Vanessa Whiting. I specifically create definition of Total Cash Compensation “as any given year’s earned base salary and supplemental compensation, such as performance-based variable compensation, sign-on incentive, retention incentive, project-success incentive, and other compensation.”

August 8 or 9, 2022 – I received a call from the Board Chair, Vanessa Whiting, inquiring about what she termed “a discrepancy” between my 2021 payroll amounts and the compensation consultant’s report. I identified that difference as supplemental performance based variable compensation amounts.

August, 10 2022 – I provide Board Chair, Vanessa Whiting with email information, and also provided Vanessa the paper copies of presentations I had. The remainder of my files were given to Co-General Counsel, Laura McBride, as I was moving offices.

Tuesday, October 11, 2022 – I met with the Chair, Vanessa Whiting and Vice Chair, JB Silvers. At the meeting, they stated the following:

- They were purportedly unaware I was receiving “supplemental performance-based variable compensation” (SPBVC).
- They were purportedly unaware that I was eligible for SPBVC. When questioned, they acknowledged that all PBVC-eligible staff (Directors, Executive Directors, Chairs, Service Line Leaders, Vice Presidents, Senior Vice Presidents, and Executive Vice Presidents) were eligible for SPBVC. This accounts for approximately 180 persons per year.
- They informed me that Mr. Rogers’ assessments, which was supposedly focused on my base salary, benefits, and total compensation did not include SPBVC award amounts, and wondered where he received his data. I informed them that I have never provided Mr. Rogers my compensation data and assumed he received it through the General Counsel and payroll.
- They stated that they were unaware of how the SPBVC metrics and their weights were determined, the evaluation process, or individual amounts. I explained the process.
- They questioned my authority to “pay” myself. I explained I have carried out my delegated authority to pay all employees, including myself, for almost 10 years and specifically in the case of incentive compensation, by virtue of Board resolutions that state “The President and Chief Executive Officer, or his designee, are hereby authorized to take necessary actions consistent with this resolution.”
- I informed them that I believe all my actions, as I have been informed by prior General Counsel, are covered under ORC 339.07, which specifically reads “The administrator shall administer the

county hospital, make reports, and take any other action that the administrator determines is necessary for the operation of the hospital.”

- They suggested that I hire an attorney, self-report to the Ohio Ethics Committee, and repay the amounts as a way to appease the Board and lower the Board’s likelihood of being held negligent in “the court of public opinion.”
- They said they will present this to the Executive Committee of the Board next day, Wednesday, and anticipate that they will hire an attorney to investigate my conduct.

Wednesday, October 12, 2022 – I received a call before 7am from JB Silvers, Vice Chair of the Board and suggested that if I presented my understanding to the Executive Committee, as I did the day prior, this would go a long way to resolution. I agreed and also informed Dr. Silvers that I am volunteering to return all SPBVC monies received conditioned upon an independent assessment of my contribution and reissuance of SPBVC payments at the Board’s discretion.

I communicated the same to Co-General Counsel, Laura McBride, and Chair Vanessa Whiting. In addition, I alerted them that I am seeking as early an appointment as possible with the Ohio Ethics Commission to self-disclose, and that the meeting could be held as early as Monday, October, October 17, 2022. Ms. Whiting acknowledged receipt and suggested I should discuss with my attorney.

Thursday, October 13, 2022 – I retained Mr. David Matty as my counsel and the MetroHealth General Counsels were informed.

Friday, October 14, 2022 – Mr. Matty received information from Mr. John McCaffrey that he represents “a Special Investigation Committee of the Board.” We communicated that we were willing to cooperate with Mr. McCaffrey and that we had already scheduled a visit to the Ohio Ethics Committee to self-report.

We suggested to meet with Mr. McCaffrey after the visit to the OEC, but he insisted that the meeting must be conducted before the visit.

Monday, October 17, 2022 – Mr. McCaffrey interviewed me at Mr. Matty’s offices, and read me a “Garrity Warning” informing me that I must answer his questions, that I am not entitled to my lawyer being present, and that any self-incriminating information will NOT be referred for criminal prosecution.

I answered all of Mr. McCaffrey’s questions, and corrected several misstatements and misrepresentations over a 90+ minute interview.

Wednesday, October 19, 2022 – A notification is published on the MetroHealth website that the Special Meeting of the Board of Trustees has been moved to Thursday, October 20, 2022. Mr. Matty alerts Mr. McCaffrey of my intention to attend the public portions (before and after executive session) of the meeting, and I informed Co-General Counsel, Laura McBride of same. Through Mr. McCaffrey and Co-General Counsel, Laura McBride, I’m asked to not attend. I agree with the assurance that no action would be taken during this meeting.

Mr. Matty reaffirmed my willingness to pay back MetroHealth the total amounts received from Supplemental PBVC conditioned upon the Board of Trustees’ independent assessment of my contributions for the years in question, and that this offer to repay the aforementioned amounts is not an admission of any wrongdoing on my part. Rather, it is a gesture of good will and is reflective of my consistent ethical and just approach to all matters.

We requested that he provide an accounting of the amounts in question for our review. Once reviewed and agreed upon, we will provide a schedule of payments to complete the reimbursement.

Friday, October 21, 2022 – Mr. McCaffrey sent an accounting of the Gross SPBVC payments received by me and stated that the amounts were verified by the MetroHealth CFO, Craig Richmond. He demanded repayment of SPBVC-related contributions to the SERP (457f plan) for 2017-2021. He stated that he expects full repayment of the SPBVC and the 457f will be made by November, 4, 2022.

In addition, he issued a litigation hold letter for documents.

Tuesday, October 25, 2022 – Mr. Matty requested a conference call with Mr. McCaffrey.

Mr. Matty notifies Mr. McCaffrey that we are requesting the conference call to discuss an accelerated repayment of net amount received from Supplementals based on discussion with accountants, and an accelerated repayment method of 457F SERP that would mitigate ERISA issues for MetroHealth. Mr. McCaffrey schedules a video call for Thursday, October 27, 2022 at 2pm.

Mr. Matty and I agree that a visit to the Ohio Ethics Commission and a meeting is scheduled for November 1, 2022.

Wednesday, October 26, 2022 – McCaffrey emailed Mr. Matty information for our scheduled Thursday video call. He offered a chart that identifies the appropriate calculation of the Net Supplemental PBVC payments received by me and the Net 457f Deferred Compensation that was attributable to Supplemental PBVC payments received by me.

I immediately make arrangements to have the monies in the bank to expedite a wire transfer for Monday, October 31, 2022.

The Board of Trustees holds its pre-arranged committee meetings, and Board meeting. I inform Co-General Counsels, Laura McBride and Sonja Rajki and the Board Chair, Vanessa Whiting of my intention to attend the public portion after executive sessions of the meeting. Again, I am provided assurance that no action would be taken during the public session portion after executive session.

Thursday, October 27, 2022 – Half an hour prior to our scheduled video call, Mr. McCaffrey emails Mr. Matty an updated calculation of amounts due, increasing the amounts by nearly \$650,000. We discuss the impact of this sudden increase on my ability to pay, and Mr. McCaffrey is unrelenting in his timeline for the demand for payment. I pledge that I will contact my bank immediately to ascertain when funds would be available. My hope is a large wire transfer of more than \$1.5 million on Monday, October 31, 2022, and the remainder of approximately \$600,000 by Tuesday, November 1, 2022.

I advanced the following four requests to Mr. McCaffrey to relay to the Board.

1. The Board of Trustees should complete the assessment and take action on amounts owed back to me, if any, by the Board's scheduled November 21, 2022 meeting.
2. All amounts approved should be repaid to me within 60 days of my transfer to avoid taxes on the IRA withdrawal.
3. The calculation of repayments to MetroHealth and myself should be simplified as much as possible, and corresponding W-2s issued to me as soon as possible.
4. The Board of Trustees will receive my self-assessment for the years in question.

Mr. McCaffrey noted the requests and states he will relay them to the Board of Trustees, but I should not expect an expedient response.

Monday, October 31, 2022 – At 10:04am, I gave final approval to my bank for immediate transfer of funds via wire to The MetroHealth System's PNC Bank Account in the amount of \$2,104,337.12. That amount is the total amount provided to me by Mr. McCaffrey in the afternoon of October 27, 2022, and includes \$245,506.06 of 457F (Supplemental Executive Retirement Plan) payments, and \$124,003.86 of interest charges.

At 10:23am, I notify Board Chair, Vanessa Whiting and Co-General Counsels, Sonja Rajki and Laura McBride of the execution of the wire transfer and state the following:

"I have repaid all requested amounts voluntarily and expeditiously, not an admission of any wrongdoing on my part. Rather, it is a gesture of good will and is reflective of my consistent ethical and just approach to all matters.

I anticipate that the Board of Trustees will act in a fair, non-prejudicial manner and that they will complete the assessment and take action on amounts owed back to me, by the Board's scheduled November 21, 2022, meeting.

All amounts approved should be repaid to me by December 23, 2023 so that I can avoid taxes on the IRA withdrawal I was required to make to meet the nearly \$700,000 last-minute increase in amounts requested of me on Thursday, October 27, 2022."

At 2:07pm, Co-General Counsel, Laura McBride confirmed receipt of the funds by email to my MetroHealth email account.

I also correct the timing of amounts approved should be repaid to me by December 23, **2022**.

Organizational Context

MetroHealth as an independent subdivision of Cuyahoga County Government is governed under ORC 339, which provides full management authority to the Board of Trustees. The Board of Trustees can and has delegated much of its management authorities to the CEO. The CEO manages the organization and delegates authorities to others.

I have always relied on the advice of MetroHealth's General Counsel Michael Philips, and Co-General Counsels, Laura McBride and Sonja Rajki in this and all other areas of ethics and compliance.

In 2013, prior to my arrival, MetroHealth was suffering significant financial losses, reputational damage, and its sustainability was in question. In addition, the Board of Trustees were being excoriated in the media for providing executive bonuses without metrics and at a time when the organization was losing money. At my appointment announcement, I spoke of the need for a metric-driven program that would rely on income performance and transparency. I did this with the then Board chair, Tom McDonald and it is documented in the Plain Dealer interviews of May 2013.

In June, the Board of Trustees charged me to create such a program. With the help of Sullivan Cotter, we presented a incentive program known as Performance-Based Variable Compensation (PBVC).

The Board of Trustees approved the program with several important parameters.

- A financial trigger or "kill switch" is created to make sure incentives are paid only when the organization achieves financial performance.
- The Board of Trustees sets CEO base compensation and CEO sets the remainder.
- The maximum total cash compensation cannot exceed 105% of 75th percentile without Board approval.
- The Board of Trustees will approve the metrics to be evaluated and achievement measures each year.
- The CEO maintains and administers the program.

In 2017, the CEO and Sullivan Cotter consultants proposed significant changes to the program, including the addition of lower-level staff, bringing the number from approximately 80 to 180 eligible participants. Of the current 10 Board of Trustees members, only 6 were on the Board in 2017, and 2 were newly appointed.

Multiple detailed presentations were made to the Board of Trustees for their comprehension, and several one-on-one sessions with Board members. The Board of Trustees hired an independent consultant, Findley Davies, Inc., to advise them on the plan and the CEO compensation. The plan modifications were presented to the Board of Trustees and Findley Davies, Inc., and the Board excused the management team, with the exception of General Counsel, Michael Philips to receive Findley Davies's assessment and to consider the proposed changes.

Since then, Findley Davies, Inc. and/or USI ONE Advantage have reported directly to the Board through General Counsel, Michael Phillips, and Co-General Counsels, Laura McBride and Sonja Rajki. It is assumed that Findley Davies, Inc. and/or USI ONE Advantage requested information independently from payroll, General Counsel or others. I did not provide data to Findley Davies, Inc. and/or USI ONE Advantage

regarding my compensation. I did not attend the meetings with Findley Davies, Inc. and/or USI ONE Advantage or receive their report. I am informed of my new base salary as it was changed.

One particular element of the plan that was extensively discussed is the decoupling of plan funding from overall achievement. This would create a sharing of EBIDA (Earnings Before Interest Depreciation and Amortization) dollars above the trigger rather than full funding of the PBVC amount at 100% from the health system after the trigger is achieved. As importantly, it would permit for additional incentive payments for other MetroHealth employees, project-specific recognitions, and supplemental incentives if the health system financial performance was significantly above the expected levels. This was approved on June 28, 2017. At that time, of the current 10 Board of Trustees members, only 6 were on the Board at that time, and of the 6, 2 were newly appointed.

Of critical importance, annual Sullivan Cotter reports are aimed at assessing market base salary for the coming year and 90th Total Cash Compensation, so I may follow the board directive to not exceed the 90th Total Cash Compensation.

Starting in 2017, I and the senior management team created broad goals (2017), and more specific and weighted goals (2018-2021) of the critical initiatives that have created immense financial value for the organization, known as supplemental PBVC. These goals are annual and do not substantially overlap with the organizational goals for PBVC. We evaluate others, self-evaluate, and discuss contribution for each eligible member. I self-assess with input from my senior team. The amount depends on the PBVC achievement, is a multiple of that achievement and cannot exceed 100% of PBVC.

For all years as CEO, I have reported on the PBVC program as required by Board resolution, starting in 2014. I have never been asked for person-specific metrics, payments, or other data related to the PBVC calculations or payments for other portions of the incentive program.

I acknowledge that during the 5 years that supplemental PBVC program has been in place, I did not present on the program any differently than for the preceding 4 years. In my reports on the incentive program, I focused on the organizational goals and metrics approved by the Board of Trustees and the system achievements, as required by the 2013, 2017 and 2018 resolutions.

The CEO and all Senior Executive agreements are almost identical in all terms. There is no Board Policy or letter or minutes that exclude the CEO from any programs.

All senior executives, including the Chief Financial Officer, Chief Ethics and Compliance Officer, General Counsel, and Co-General Counsels, attend these meetings. They are all aware of and participate in the Supplemental PBVC program, and no one has ever suggested to me that such a presentation on Supplemental PBVC is prudent, wise, or necessary, or that I lacked the authority to carry out the resolution as described below.

The Board of Trustees approves annual total distribution of the amounts in a resolution that clearly identifies the components. For example, in 2022, the resolution states "Based upon these 2021 results above, the total performance-based incentive program funding shall not exceed \$10,000,000. This amount has been fully accrued in the calculation of the System's financial results as reflected in its audited financial statements. Performance based incentive program payments (PBVC, one-time recognition, supplemental incentives) shall be distributed to eligible employees based on System and individual performance. The average incentive payment is approximately 21.6% of the base salary. The President

and Chief Executive Officer, or his designee, are hereby authorized to take necessary actions consistent with this resolution."

EXHIBIT 3

President & CEO Supplemental PBVC Self-Assessment

YEAR -2017

Performance Metric	Weight	Achievement	Weighted Achievement	Supporting Effort
HealthSpan Growth & EDs; Creating of CCH and Select Assurance	100.0%	100.0%	100.0%	Led, managed and advance all HealthSpan development Conceived change to HOPD and move to create Eds at CH & PH Devised and shepherded creation of CCH Development Corporation Devised and shepherded creation of Select Assurance
TOTAL SPBVC ACHEIVEMENT	100.0%		100.0%	
Range and Average SPBVC% of PBVC for CCO, COS, CFO, CPDO & COO		47.9% to 99.8%	88.3%	

YEAR -2018

Performance Metric	Weight	Achievement	Weighted Achievement	Supporting Effort
CICIP	15.0%	50.0%	7.5%	Co-led with Michael Dalton creation and passage of CICIP
HB111	15.0%	100.0%	15.0%	Conceived and led of passage of critical ORC339 changes
TJC	10.0%	0.0%	0.0%	
TJC2	10.0%	100.0%	10.0%	Devised and managed plan to challenge TJC to successful survey
Opioid Safety	5.0%	50.0%	2.5%	Co-led effort with Bernie Boulanger and Laura McBride
Trauma Partnership	5.0%	0.0%	0.0%	
FQHC	5.0%	100.0%	5.0%	Devised and co-led the FQHC plan to mitigate financial losses
Community Hospitals	5.0%	50.0%	2.5%	Initial leadership of plan and design and co-management with Walter Jones
Recruitment	5.0%	100.0%	5.0%	Recruited key personnel to the leadership team
New Businesses/Effectiveness Redesign (MyMetro, Rec Res, UCS, Provider Redesign, Epic, CHIME, Northcoast)	25.0%	50.0%	12.5%	Oversaw UCS with Jane Platten and Provider Redesign with Bernie Boulanger
TOTAL SPBVC ACHEIVEMENT	100.0%		60.0%	
Range and Average SPBVC% of PBVC for CCO, COS, CFO, CPDO & COO		47.5% to 85.0%	70.0%	

YEAR -2019

Performance Metric	Weight	Achievement	Weighted Achievement	Supporting Effort
CICIP	15%	100%	15.0%	Led ongoing compliance and advocacy for CICIP
Operating Efficiencies	10.0%	100.0%	10.0%	Instilled operating efficiencies requirements and monitors success for all departments
MSSP/CPC	10.0%	50.0%	5.0%	Supported Nabil Chehade and team to achievement
Jail	10.0%	100.0%	10.0%	Devised an agreement with Cuyahoga County to benefit inmate, MH, and public
World's Most Ethical	5%	100%	5.0%	Co-Led application and interview to achieve WME
Settlements	10%	50%	5.0%	Partnered with Craig Richmond to achieve high settlements
Institute for HOPE	10%	100%	10.0%	Conceived and led creation of the Institute for HOPE
Trauma Expansion	5%	0%	0.0%	
Lumina	5%	100%	5.0%	Conceived and designed business model for Lumina
Recruitment	5%	100%	5.0%	Supported significant recruitments of key clinical and leadership
New Business Develop & Recognition (BH, OBC, EPIC, Etc.)	15%	100%	15.0%	Intimately involved and co-led most of the initiatives
TOTAL SPBVC ACHEIVEMENT	100.0%		85.0%	
Range and Average SPBVC% of PBVC for CCO, COS, CFO, CSO, CPDO & COO		40.0% to 77.5%	58.3%	

YEAR -2020

Performance Metric	Weight	Achievement	Weighted Achievement	Supporting Effort
	30%	100%	30.0%	Incident Commander and daily oversight of entire COVID Response
	10%	50%	5.0%	Supported Michael Stern and Bernie Boulanger to pivot to virtual care
	10%	100%	10.0%	Oversaw response to underserved communities with Brook Watts
	10%	75%	7.5%	Devised approach to enhance payments with Craig Richmond
	10%	50%	5.0%	Co-led effort with Michael Stern to dramatically increase revenues
	10%	75%	7.5%	Devised plan to receive \$20+ Million to support new hospital
	10%	100%	10.0%	Co-led equity efforts and made it mandatory with Alan Nevel
	5%	100%	5.0%	Co-led relationship with numerous meetings resulting in gift
	5%	100%	5.0%	Supported all recruitment and recognition activities
TOTAL SPBVC ACHEIVEMENT	100.0%		85.0%	
Range and Average SPBVC% of PBVC for CCO, COS, CFO, CSO, CPDO & COO		41.6% to 69.4%	57.6%	

YEAR -2020

Performance Metric	Weight	Achievement	Weighted Achievement	Supporting Effort
	27.5%	100%	27.5%	Led overall response and managed efforts on daily basis
	10.0%	75%	7.5%	Co-led efforts to enhance funding with Craig Richmond
	7.5%	75%	5.6%	Co-led effort with Michael Stern to dramatically increase revenues
	15.0%	100%	15.0%	Oversight of building programs that kept cost down by over \$200M
	25.0%	100%	25.0%	Devised multiple companies and co-led creation with Julie Jacono
	15.0%	75%	11.3%	Supported all recruitment, IDE, and recognition activities
TOTAL ACHIEVEMENT	100.0%		91.9%	
Range and Average SPBVC% of PBVC for CCO, COS, CFO, CSO, CPDO & COO		60.0% to 83.8%	77.7%	

EXHIBIT 4

EMPLOYMENT AGREEMENT

This Employment Agreement ("Agreement") is made and entered into at Cleveland, Ohio, effective as of the date provided below, by and between **AKRAM BOUTROS M.D.** ("Executive") and **THE METROHEALTH SYSTEM**, a county hospital established and operating pursuant to Chapter 339 of the Ohio Revised Code ("System").

WITNESSETH:

WHEREAS, the System desires to employ Executive as President and Chief Executive Officer of the System; and

WHEREAS, the System and Executive desire to enter into an agreement to provide for Executive's services to the System, to protect the System's confidential information, and to protect the System from competition by Executive upon the termination of his employment.

NOW, THEREFORE, in consideration of the promises and mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and provided sufficient funds are able to be appropriated, the parties hereto agree as follows:

1. Employment; Term. The System hereby employs Executive, effective as of June 1, 2013 ("Effective Date"), and Executive accepts employment by the System upon the terms and conditions set forth in this Agreement. Executive shall perform the duties and obligations of the position of President and Chief Executive Officer, as assigned by the Board of Trustees of the System ("Board"), in accordance with the Bylaws of the Board and in conformance with Sections 339.06 and 339.07 of the Ohio Revised Code and other applicable federal or state statutes and regulations.

A. Executive's employment hereunder shall commence on the Effective Date and continue for a continuing three-year period (3) year period of time ending on the third anniversary of the Effective Date ("Initial Term"), provided, however, that the term of this Agreement shall be automatically extended in one-year increments for not more than two additional one-year periods beyond the third anniversary (each, an "Extended Term"), with such extensions being effective on the first anniversary of the Effective Date and the second anniversary of the Effective Date subject to the right of the System or Executive to notify the other party in writing of the intention not to extend the term beyond the expiration of the Initial Term or an Extended Term, as the case may be, and such notice is provided to the other at least one year in advance of such expiration (the Initial Term and any Extended Term being collectively referred to as the "Term").

B. Executive agrees to devote his full time to the performance of his duties hereunder for the purpose of advancing the best interests of System. Executive shall not, directly or indirectly, alone or as a member of any partnership, or as an officer, director, trustee or employee of any other corporation, partnership, or other organization, be actively engaged in any other duties or pursuits that interfere with or compete with the performance of Executive's duties hereunder; provided, however, that Executive may: (i) make any passive investments where he is not obligated or required to, and shall not in fact, devote any managerial efforts, (ii) participate in

charitable or community activities or in trade or professional organizations, and/or (iii) subject to Board approval, hold directorships in other companies, except only that the Board shall have the right to limit such services as a director or such participation whenever the Board shall reasonably believe that the time spent on such activities infringes in any material respect upon the time required by Executive for the performance of his duties under this Agreement or is otherwise incompatible with those duties, it being understood that Executive's position(s) identified on Appendix A (attached hereto) are approved and accepted by the Board. Notwithstanding any provision to the contrary, Executive shall not hold any position or engage in any activity which violates the Ohio Ethics Law.

2. Compensation.

A. Executive shall be compensated for his services as President and Chief Executive Officer at a base rate of Six Hundred Eighty Thousand Dollars (\$680,000) per annum, less applicable payroll deductions and withholdings, in accordance with the System's bi-weekly payroll system ("Base Salary") which Base Salary may be increased from time to time as determined in the discretion of the Board.

B. In addition to his Base Salary, Executive shall be eligible for annual incentive performance compensation for the services rendered by him pursuant to this Agreement under an incentive performance plan, which will be developed and approved by the Board in consultation with the Executive. The incentive performance plan will include a range of specific System performance benchmark targets with the amount of the incentive compensation tied to such targets. These benchmark targets shall be established no later than July 15, 2013, for the first year and by February 15 for each subsequent year. The incentive compensation awards range from thirty percent (30%) of Base Salary at the minimum targets to thirty-five percent (35%) of Base Salary at "target" up to maximum incentive compensation opportunity of forty percent (40%) of Base Salary (the "Annual Performance Incentive"). To the extent that the Board determines that the minimum targets have not been satisfied, the System and Executive acknowledge and agree that there shall not be any entitlement or right to any such incentive compensation. In order to receive any Annual Performance Incentive with respect to a given fiscal year, the Executive must be employed as of the last business day of the fiscal year for which such bonus is awarded; except as provided in Section 3.D. Executive shall first be eligible to receive an Annual Performance Incentive with respect to fiscal year 2013 and shall be so eligible for any subsequent fiscal year ending within the Term. Executive shall be entitled to a minimum Annual Performance Incentive for fiscal year 2013 of One Hundred Fifty Thousand Dollars (\$150,000); thereafter any Annual Performance Incentive awards will be subject to satisfaction of the targets established by the Board. Incentive compensation awards will be determined and paid within forty-five (45) days of the System's receipt of its audited financial statements. The aggregate amount of Executive's Base Salary and Annual Performance Incentive shall be referred to as his "Total Cash Compensation".

C. Within ten (10) days following the execution of this Agreement, the System shall make a Transition Support payment to Executive in the amount of Two Hundred Thousand Dollars (\$200,000). In the event of Executive's termination of employment during the Initial Term of this Agreement for Cause or without Good Reason, he shall repay a portion of the Transition Support payment to the System based upon the proportion of the Initial Term remaining as of the date of termination (determined on the basis of the number of business days

remaining in the Initial Term, using the number of business days per year of Two Hundred Twenty (220), with an agreed value per day of Three Hundred Three Dollars and Three Cents (\$303.03)). This repayment shall be made within ninety (90) days of such termination date.

3. Retirement Plans. During the Term, Executive will be eligible to participate in the Ohio Public Employees Retirement System ("OPERS") and for contributions to OPERS under the terms and conditions of OPERS and the System's policies, with the understanding that the System's contribution shall be at the rate of 14% of Executive's compensation under current law (as such compensation is limited under OPERS to reflect tax code restrictions). In addition to OPERS, the System will provide additional retirement compensation in the form of a Section 457(f) arrangement.

A. The System will establish a Section 457(f) plan for Executive effective for 2013 and subsequent years. The plan is intended to qualify as an unfunded, non-qualified, deferred compensation plan maintained by a government organization for which the benefits are subject to a substantial risk of forfeiture within the meaning of Code Section 457(f). Distribution under the Section 457 plan shall occur upon or as soon as is practicable after (and to the extent) amounts thereunder become taxable as income to Executive under the applicable tax code requirements).

B. For each year during the Term of Executive's employment hereunder, System shall make an annual contribution credit equal to fifteen percent (15%) of Executive's Total Cash Compensation for such year, with the amount calculated and paid to a funding mechanism established for this purpose no later than sixty (60) days following the end of the prior year; provided, however, that the amount of such contribution which would be calculated based upon the Annual Performance Incentive provided in Section 2.B. will be made as soon as practicable following the final calculation of such Annual Performance Incentive.

C. The plan arrangement established by the System will include mutually agreeable provisions with respect to the holding of such funds in an account and a mechanism for crediting investment earnings and losses to such account.

D. Provided Executive remains employed by the System until last day of Initial Term he shall become one hundred percent (100%) vested in the amounts credited to his Section 457(f) plan account (including amounts, if any, due but not yet credited for the final year in the Initial Term) as of the last day of the Initial Term. Following completion of the Initial Term all amounts credited to his account, including amounts for periods subsequent to the Initial Term, shall be fully vested. Except as provided in paragraph E, below, Executive shall be entitled to prorated contributions through any date of separation each year, which shall include a prorated calculation of the Annual Performance Incentive. Executive also, in any event, shall become fully vested in his account on (i) the date of his separation from employment due to his death or Disability, (ii) the date of his termination without Cause, or (iii) the date of his termination for Good Reason.

E. There shall be no vesting if Executive is terminated for Cause or Executive terminates this Agreement without Good Reason before becoming vested under paragraph D, above.

F. The specific terms and conditions of this proposed plan shall be set forth in an arrangement established by the System which incorporates the necessary terms and conditions to accomplish the objectives set forth in paragraph A. above and reflects the terms of this Section 3.

4. Health Insurance, Other Benefits, Perquisites, Liability Insurance, Etc. During the Term, the System shall provide Executive and Executive's spouse and eligible dependents (as dependents are defined by the System for such purposes) with medical, prescription drug, dental and vision insurance coverage (hereafter "Group Health Insurance Benefits") in amounts and on terms as determined from time to time by the System similar to the Group Health Insurance Benefits afforded by the System to its other senior executive officers. Any such insurance coverage will be limited to and provided only in accordance with the express terms of the applicable plan document or policy and subject to any conditions, restrictions or limitations of such plan document or policy. Except as expressly provided otherwise under such plan document or policy, under Section 12 of this Agreement, or by applicable law, all Group Health Insurance Benefits referred to in this Section shall cease upon termination of employment, regardless of the reason for termination and regardless of which party initiated the termination, except as set forth in Section 12 below. In addition, Executive will be entitled to any and all other benefits (including, without limitation, coverage for officer liability and medical malpractice) customarily provided by the System to its senior executive officers (or, in the case of malpractice coverage, its medical practitioners) consistent with the System's policies and practices.

5. Expenses, Reimbursements, In-Kind Benefits. Executive shall be reimbursed in accordance with the System's policies for all reasonable and necessary out-of-pocket expenses incurred by Executive in the performance of Executive's duties while actively employed by the System under this Agreement. Upon termination of this Agreement pursuant to Section 12, the System's obligations under this Section shall cease immediately except as provided in Section 12. Notwithstanding any other provision of this Agreement or the applicable plans, programs, policies, and/or arrangements, all reimbursements and in-kind benefits provided under this Agreement shall be made or provided in accordance with the requirements of Section 409A of the Internal Revenue Code of 1986, as amended, and the final regulations issued thereunder (collectively, "Section 409A"), including, where applicable, the requirement that (i) the amount of expenses eligible for reimbursement and the provisions of benefits in kind during a calendar year shall not affect the expenses eligible for reimbursement or the provision of in-kind benefits in any other calendar year; (ii) the reimbursement for an eligible expense will be made on or before the last day of the calendar year following the calendar year in which the expense is incurred; (iii) the right to reimbursement or right to in-kind benefit is not subject to liquidation or exchange for another benefit; and (iv) each reimbursement payment or provision of in-kind benefit shall be one of a series of separate payments (and each shall be construed as a separate identified payment) for purposes of Section 409A.

6. Employment At Will. Subject to the applicable notice provisions provided in Section 12, Executive acknowledges and agrees that despite the terms of this Agreement, during his employment with the System he serves at the will of the Board and may be removed by the Board whenever the Board determines it to be in the best interests of the System, at any time, with or without notice and with or without Cause.

7. Confidential Information. Executive acknowledges that, during the course of Executive's employment with the System, Executive will have access to Confidential Information. "Confidential Information" shall mean any information, data or knowledge relating to the System or any of its affiliated businesses which is considered proprietary by the System or information which constitutes trade secrets under the laws of the State of Ohio. Executive acknowledges that the Confidential Information has been maintained as confidential by the System and is highly valuable to the System and the disclosure of it to third parties or unauthorized use of it by Executive would cause the System serious competitive harm.

8. Non-Disclosure of Confidential Information.

A. Executive shall, immediately upon termination of employment, return to the System all Confidential Information, as well as any copies made of the information and any other material, including handwritten notices made or derived from that information.

B. Executive shall not during Executive's employment, unless required by law, disclose to any third parties Confidential Information, and Executive shall confine use of Confidential Information exclusively to carrying out Executive's responsibilities for the System. Executive shall not after termination of employment, unless required by law, disclose or use in any way for any purpose Confidential Information.

C. Executive agrees that during and after Executive's term of employment, Executive will not make any representations, orally or in writing, which are disparaging of the System or its affiliates and their directors, trustees, officers, employees, and agents. In turn, the System agrees it will not engage in any conduct or communications which are disparaging of Executive.

9. Work Product. All Work Product (defined below) created by Executive shall belong exclusively to the System. Executive acknowledges that all of Executive's writing, works of authorship and other items of Work product are works made for hire and the property of the System, including any copyrights, patents or other intellectual property rights pertaining thereto. Executive covenants that Executive shall promptly:

A. disclose to the System in writing any newly created Work Product;

B. assign to the System or to a party designated by the System, at the System's request and without additional compensation, all of Executive's rights to such Work Product created by Executive for the United States and all foreign jurisdictions;

C. executive and deliver to the System such applications, assignments, and other documents as the System may request in order to apply for and obtain patents or other registrations with respect to any Work Product created by Executive in the United States and any foreign jurisdictions;

D. sign all other papers necessary to carry out the above obligations; and

E. give testimony and render any other assistance in support of the System's rights to any Work Product created by Executive.

For purposes of this Agreement, the term "Work Product" shall include (a) any idea, invention, technique, modification, process, or improvement (whether patentable or not), and any work of authorship (whether or not copyright protection may be obtained for it) that is (i) created, conceived, or developed by Executive, either solely or in conjunction with others, and (ii) created during the period of Executive's employment with the System, and (iii) useful in the System's business, and (b) any such item created by Executive, either solely or in conjunction with others, following termination of Executive's employment with the System, that is based upon or uses Confidential Information and which relates to, or is useful in, the System's business. The System acknowledges that it shall have no rights in any Work Product or other intellectual property owned by the businesses identified in Appendix A.

10. Restrictive Covenants. The Executive agrees that certain restrictions on his activities during and after his employment are necessary to protect the goodwill, confidential information and other legitimate interests of the System. During this Agreement and, except as otherwise expressly provided in this Section 10, for a period of two (2) years following its termination, except in the circumstance where this Agreement has only a term of one year remaining in which case the period shall be one (1) year, the Executive will not, directly or indirectly, do or suffer any of the following:

A. Own, manage, control, or participate, in the ownership, management, or control of, or be employed or engaged by or otherwise affiliated or associated as a consultant, independent contractor or otherwise with, or otherwise provide any assistance to, any other corporation, partnership, proprietorship, firm, association, or other business entity engaged in, or otherwise engage in any business competitive with the System's Business (as defined below); *provided, however*, that the following shall not be deemed a violation of this covenant: (i) the Executive's ownership of less than 5% of any class of publicly-traded securities of an entity in the System's Business or (ii) the Executive's ownership of up to 5% of the equity of a privately-held entity so long as such ownership is a passive investment only that does not interfere with Executive's obligations under this Agreement.

B. Induce, directly or indirectly, any person who is an employee, officer or agent of the System (or any of its affiliates) to terminate or otherwise modify that person's relationship with the System or solicit or encourage any customer or vendor of the System (including any provider or any insurance company, payor or similar entity with which the System contracts) to terminate or diminish its relationship with them, or, in the case of a customer, to conduct with any person any business or activity which such customer conducts or could conduct with the System.

C. For purposes of this Agreement, "System Business" means: (i) the provision in Cuyahoga County of hospital services (inpatient or outpatient), and (ii) the provision in Cuyahoga County of services or programs, whether through the provision of services and programs for the medical center, health system, or other health care entity such as those services or programs offered by the System in Cuyahoga County.

11. Reasonableness of Restraints; Irreparable Harm; Breach of Agreement No Defense.

A. Executive acknowledges that the covenants of Sections 7, 8, 9 and 10 of this Agreement are reasonably necessary to protect the goodwill, trade secrets, and other business interests of the System and that they will cause Executive no undue hardship.

B. Executive acknowledges that any breach of these covenants will cause the System immediate irreparable harm for which injunctive relief would be necessary.

C. Executive acknowledges that the covenants of Sections 7, 8, 9 and 10 of this Agreement are of the essence of this Agreement. They shall be construed as independent of any other provision in this Agreement, and the existence of any claim or cause of action of Executive against the System, whether predicated on this Agreement or otherwise, will not constitute a defense to the enforcement by the System of these covenants. Executive also acknowledges that the covenants of Sections 7, 8, 9 and 10 of this Agreement survive the termination of this Agreement and survive the termination of Executive's employment. Executive further acknowledges that the System shall have no obligation to provide any severance payments and benefits should Executive violate Sections 7, 8, 9 and 10 of this Agreement.

D. Executive agrees that (1) any breach of Sections 7, 8, 9 and 10 by Executive will cause immediate irreparable harm to the System, (2) that the remedy at law if Executive breaches any part of Sections 7, 8, 9 and 10 will be inadequate to properly redress the System's injury, and (3) that the damages flowing from such breach will not be readily susceptible to being measured in monetary terms. Therefore, the System shall have, in addition to any and all remedies provided by law, the right to immediate injunctive relief, specific performance, and/or other equitable relief to prevent the violation of Executive's obligations hereunder, and the prevailing party in any such action shall be entitled to recover any attorneys' fees, expenses, and costs that it incurs in enforcing or defending a claim under Sections 7, 8, 9 and 10. In the event that Executive violates any part of the restrictive provisions of Sections 7, 8, 9 and 10 as to which there is a specific time period during which Executive is prohibited from taking certain actions or from engaging in certain activities, such violation shall toll the running of such time period from the date of such violation until the violation ceases to the extent permitted by law.

12. Termination of Employment.

A. Termination by the System

(i) By the System for Cause. The System, through its Board, may terminate this Agreement and Executive's at-will employment for Cause. For the purpose of this Agreement, the System shall have "Cause" to terminate employment hereunder only for the following reasons: (i) conviction of a felony in the conduct of Executive's official duties or the failure of Executive to contest prosecution of such a felony; (ii) refusal or failure to perform (other than by reason of incapacity caused by Disability), or gross negligence in the performance of Executive's duties and responsibilities to the System, or deliberate refusal or failure to follow or carry out any lawful and ethical direction of the Board, and which is not cured within thirty (30) days of written notice to Executive from the System; (iii) disclosure to unauthorized persons

of confidential information which is demonstrably and materially adverse to the System; (iv) willfully engaging in illegal conduct or gross misconduct which is materially and demonstrably injurious to the System; (v) an act of fraud, embezzlement, theft or other act involving dishonesty by Executive; (vi) a material breach by Executive of any provision of this Agreement or any other agreement to which Executive and the System or any of its Affiliates are party, and which is not cured within thirty (30) days of written notice to Executive from the System; (vii) Executive's use and/or abuse of drugs or alcohol while performing services for the System which reflects poorly on the System as to customers, prospective customers, co-workers and/or the public in general; (viii) Executive's material violation of any System rule, regulation, policy or procedure, subject to written notice by the System detailing the alleged violation and which is not cured within thirty (30) days from the date of notice; provided, however, that this notice requirement shall not apply in the event System reasonably and in good faith determines that the breach cannot be cured; or (ix) any violation of Sections 7, 8, 9 and 10 of this Agreement. The System may suspend Executive (with pay and benefits) pending an investigation, assessment or determination as to whether Cause exists. Except as otherwise provided in this Agreement, the System's obligations under this Agreement, including any obligations under Sections 2, 3 and 4, shall cease from and after the effective date of Executive's termination for Cause.

(ii) By the System without Cause. Upon ninety (90) days written notice, the System, through its Board, may terminate Executive's employment and this Agreement at any time without Cause consistent with Executive's at-will employment relationship. If termination is pursuant to this Section 11.A(ii), Executive will receive as severance Executive's then current Base Salary, Annual Performance Incentive using the target (35%) performance standard, and Group Health Insurance Benefits at the rate and on the terms in effect at the time of termination for the "Applicable Severance Period", as defined below, after the effective date of termination, contingent upon Executive executing a general release in the form reflected in Attachment A, and subject to the offset for "Other Salary" as set forth below. Upon such termination of employment, the System, at its expense, will also provide Executive with a senior executive level outplacement assistance package with a firm selected by the System. Further, following such termination, the System shall pay to the Executive: (i) the Base Salary earned but not paid through the date of termination, (ii) any vacation time earned but not used through the date of termination, (iii) any Annual Performance Incentive unpaid on the date of termination for a year ended prior to such termination and for the year of such termination prorated through the date of termination determined in accordance with Section 2.B using the target (35%) performance standard, and (iv) any business expenses incurred by Executive but unreimbursed on the date of termination, provided that such expenses and required substantiation and documentation are submitted within thirty (30) days of termination and that such expenses are reimbursable under the System's policy.

(iii) By the System's Notice of Non-Extension. Pursuant to Section 1.A, the System can allow the Term of this Agreement to expire at the end of the Initial Term or an Extended Term by providing the Executive with at least one year of advance notice of such expiration. If this Agreement expires pursuant notice by the System (as opposed to notice by the Executive) under this Section 11.A(iii): (A) in the case of an expiration upon the end of the Initial Term, the Executive will receive as severance Executive's then current Base Salary, Annual Performance Incentive using the target (35%) performance standard, and Group Health Insurance Benefits at the rate and on the terms in effect at the time of termination for the "Applicable Severance Period" after the effective date of termination, contingent upon Executive

executing a general release in the form reflected in Attachment A, and subject to the offset for "Other Salary" as set forth below; (B) in the case of an expiration upon the end of the first Extended Term, the Executive will receive as severance Executive's then current Base Salary and Group Health Insurance Benefits at the rate and on the terms in effect at the time of termination for the Applicable Severance Period for this event after the effective date of termination, contingent upon Executive executing a general release in the form reflected in Attachment A, and subject to the offset for "Other Salary" as set forth below in paragraph E.(iv); and (C) in the case of an expiration upon the end of the second (and final) Extended Term, Executive will receive no severance and has no "Applicable Severance Period". Further, in the event of any such termination by expiration of the Term, the System shall pay to the Executive: (i) the Base Salary earned but not paid through the date of termination, (ii) any vacation time earned but not used through the date of termination, (iii) any Annual Performance Incentive otherwise payable under Section 2.B using the target (35%) performance standard, and (iv) any business expenses incurred by Executive but unreimbursed on the date of termination, provided that such expenses and required substantiation and documentation are submitted within thirty (30) days of termination and that such expenses are reimbursable under the System's policy.

(iv) Applicable Severance Period. The Applicable Severance Period shall mean a period of six (6) months, extended for three (3) additional six (6) month periods (with the total severance period being twenty-four (24) months); provided, however, that: (a) as a condition for any such extension, Executive shall use good faith efforts to seek and find other regular employment that Executive deems suitable to him and shall, before the commencement of each such six (6) month period, or as reasonably promptly thereafter as is practicable, notify MetroHealth of the amount of any salary from other employment received during the preceding six (6) months and the amount of salary reasonably expected to be received during the current six (6) month period; and (b) if the event giving rise to a severance obligation occurs at or after the end of the first Extended Term, then the Applicable Severance Period shall be limited to a maximum of twelve (12) months.

B. Termination for Death. In the event of Executive's death during the Term of this Agreement, Executive's employment and this Agreement shall terminate immediately and automatically. If Executive's employment is terminated because of Executive's death, the System shall pay to Executive's estate: (i) the Base Salary earned but not paid through the date of termination, (ii) any vacation time earned but not used through the date of termination, (iii) any Annual Performance Incentive unpaid on the date of termination for a year ended prior to such termination and, if and to the extent otherwise provided under Section 2.B using the target (35%) performance standard, for the year of such termination, and (iv) any business expenses incurred by Executive but unreimbursed on the date of termination, provided that such expenses and required substantiation and documentation are submitted within thirty (30) days of termination and that such expenses are reimbursable under the System's policy. The System shall have no further obligation to Executive hereunder.

C. Termination for Disability. Executive's employment hereunder and this Agreement will terminate upon the date of termination specified in a written notice of termination by reason of Disability, determined as set forth below and delivered by the System to Executive at least thirty (30) days prior to the specified date of termination, which is any date after the expiration of any consecutive six (6) month period during all of which Executive is unable to perform the essential duties required of Executive under this Agreement by reason of

any physical or mental condition of Executive that substantially incapacitates Executive from performing such essential duties; provided, however, that such notice shall be null and void if Executive fully resumes the performance of Executive's essential duties hereunder prior to the date of termination as set forth in the notice. A determination of "Disability" for purposes of this Agreement shall be made by a physician satisfactory to both the System and the Executive; provided, however, that if the System and the Executive do not agree on a physician, the System and the Executive shall each select a physician and these two together shall select a third physician, whose determination as to disability shall be binding on all parties. The Executive's receipt of disability benefits under Employer's long-term disability benefits plan or receipt of Social Security disability benefits shall be deemed conclusive evidence of Disability for purpose of this Agreement. If Executive's employment is terminated because of Executive's Disability, the System shall pay to the Executive: (i) the Base Salary earned but not paid through the date of termination, (ii) any vacation time earned but not used through the date of termination, (iii) any Annual Performance Incentive unpaid on the date of termination for a year ended prior to such termination and, if and to the extent otherwise provided under Section 2.B using the target (35%) performance standard, for the year of such termination, and (iv) any business expenses incurred by Executive but unreimbursed on the date of termination, provided that such expenses and required substantiation and documentation are submitted within thirty (30) days of termination and that such expenses are reimbursable under the System's policy. The System shall have no further obligation to Executive hereunder.

D. Termination by Executive.

(i) Without Good Reason. In the event Executive retires, resigns or declines continued employment with the System without Good Reason, the System's obligations under this Agreement, including any obligations under Sections 2, 3 and 4, shall cease from and after the effective date of Executive's termination. The System shall continue to pay to Executive his Base Salary for the shorter of: (i) thirty (30) days; or (ii) the notice period provided by Executive with respect to his termination.

(ii) With Good Reason. Executive may terminate his employment and continue to receive his Base Salary, Annual Performance Incentive using the target (35%) performance standard, and Group Health Insurance Benefits in the same manner as if the System had terminated Executive's employment without Cause as set forth in Section 11.A (ii) of this Agreement in the event of: (a) involuntary material reduction in Executive's Base Salary, unless such reduction occurs on a proportional basis simultaneously with a System-wide reduction in senior management salaries; (b) the assignment to Executive of any duties inconsistent with those performed by Executive or a substantial alteration in the nature or status of Executive's responsibilities which renders Executive's position to be of less dignity, responsibility or scope; (c) a requirement that the Executive report to another System officer or employee instead of reporting directly to the Board; (d) a material change in the geographic location at which the Executive must perform services, provided, however, that a relocation within Cuyahoga County shall not be deemed to be a material change; or (e) a change in control of the System (including a change in the person, entity or group having the right to appoint a majority of the System's governing board from the public officials of Cuyahoga County having such right currently, provided, however, that a change in the manner in which the County, County Executive and County Council appoint members of the Board of Trustees shall not constitute a change in control), a sale of all or substantially all of the assets of the System or the merger, consolidation

or combination of the System with any other entity which is not an affiliate of the System (each, being "Good Reason" for purposes of this Agreement). Notwithstanding the foregoing, Executive shall not have Good Reason to terminate his employment in connection with any of the foregoing events if either: (i) Executive has consented in writing in advance to such event; or (ii) thirty (30) days has elapsed after Executive became aware of the actual occurrence of such event without Executive submitting the required written notice to the System triggering an opportunity to cure. In such event, the System shall have thirty (30) days of written notice from Executive to cure such action or event.

(iii) By the Executive's Notice of Non-Extension. Pursuant to Section 1.A, the Executive can allow the Term of this Agreement to expire at the end of the Initial Term or an Extended Term by providing the System with at least one year of advance notice of such expiration. If this Agreement expires pursuant notice by the Executive (as opposed to notice by the System) under this Section 12.D(iii), the System shall pay to the Executive: (i) the Base Salary earned but not paid through the date of termination, (ii) any vacation time earned but not used through the date of termination, (iii) any Annual Performance Incentive otherwise payable under Section 2.A, and (iv) any business expenses incurred by Executive but unreimbursed on the date of termination, provided that such expenses and required substantiation and documentation are submitted within thirty (30) days of termination and that such expenses are reimbursable under the System's policy.

E. Other Provisions Regarding Termination with Severance.

(i) Provision of Severance and Continuation of Group Health Insurance Benefits. In executing this Agreement, the System agrees to appropriate from non-tax revenue sufficient funds to meet the System's obligations for continued Base Salary, Group Health Insurance Benefits, and outplacement assistance to the extent otherwise required under Section 12.A(ii), 12.A (iii) and 12.D(ii). Anything in this Agreement to the contrary notwithstanding, the System shall not be obligated to provide any severance and benefits should Executive fail, unless good cause exists, to return any material property, both tangible and intangible, that belongs to the System within thirty (30) days of termination; provided that the Executive is given at least fifteen days advance notice by the System of the failure and the Executive does not cure such failure within ten (10) days of such notice.

(ii) Release. Payment of severance, including the continuation of Base Salary, Group Health Insurance Benefits and the provision of outplacement assistance, shall commence within forty-five (45) days following Executive's termination of employment; provided that Executive has delivered an executed general release, in a form prescribed by the System, to the System ("General Release") and the seven (7) day statutory period during which Executive may revoke the General Release has expired before commencement of severance payments; and provided further that if such forty-five (45) days period begins in one calendar year and ends in a second calendar year, payment shall always commence in the second calendar year ("Severance Payment Effective Date"). If Executive fails timely to sign and deliver the General Release, the System shall not be obligated to provide any continued Base Salary, Group Health Insurance Benefits or outplacement assistance, as applicable.

(iii) Group Health Insurance Benefits. The right to continue the Group Health Insurance Benefits also shall be offered pursuant to Part 6 of Subtitle B of Title I of the

Employee Retirement Income Security Act of 1974, as amended, and Section 4980B of the Code (collectively, "COBRA") from the Severance Payment Effective Date (retroactive to the termination date) through the end of the Applicable Severance Period for such termination, or if less, through the end of the COBRA coverage period. Executive shall be required to pay an amount for Group Health Insurance Benefits that is equal to the employee contribution for such coverage that Executive was required to pay at the time of Executive's termination date; provided, however, that, in the event such Group Health Insurance Benefits would result in adverse tax consequences to Executive or trigger the imposition of a penalty on the System under applicable law, then Executive shall pay the full cost of the amount for such coverage (both employee and employer) on an after-tax basis and, if permitted under applicable law, as determined in good faith by the System, the System shall reimburse Executive for the employer payments on a monthly basis. Any right to continue Group Health Insurance Benefits at the employee contribution level shall apply only after the Severance Payment Effective Date (retroactive to the termination date) and through the Applicable Severance Period, or if earlier, through the end of the COBRA coverage period.

(iv) Payment of Severance and Offset for "Other Salary". While severance is being paid during the Applicable Severance Period, if Executive secures other employment, any salary or incentive compensation received by Executive from such employment will reduce, on a dollar-for-dollar basis, an amount equal to the sum of the Base Salary payments and Annual Performance Incentive payments by MetroHealth in accordance with paragraph A(ii).

F. Section 409A Compliance. All payments and benefits to be made or provided to Executive upon a termination of employment may only be made upon a "separation from service" of Executive, within the meaning of Section 409A. For purposes of Section 409A, (i) each payment made under this Agreement shall be treated as a separate payment; (ii) Executive (his spouse or beneficiary) may not, directly or indirectly, designate the calendar year of payment; and (iii) except as provided by Section 409A, no acceleration of the time and form of payment of any nonqualified deferred compensation to Executive or any portion thereof, shall be permitted. All compensation, including nonqualified deferred compensation within the meaning of Section 409A, payable pursuant to the terms of this Agreement or otherwise, shall be subject to all applicable tax withholdings.

13. Cooperation. Executive agrees that if the System becomes involved in any legal or administrative claims or proceedings relating to events which occurred during Executive's employment or as to which, in the System's opinion, Executive has personal knowledge, Executive will cooperate to the fullest extent possible in the System's investigation or prosecution of their claims or defense without the necessity of a subpoena. Executive shall not be entitled to any reimbursement for such cooperation during the period in which Executive is receiving severance pursuant to Section 12.A(ii), 12.A(iii) or 12D(ii) above, if and as applicable. Thereafter, Executive shall be reimbursed for any expenses occasioned by Executive's compliance with this Section upon the presentation of appropriate receipts and other documentation; provided, however, that Executive shall not be entitled to reimbursement for time spent on matters for which Executive's allegedly wrongful actions form the basis of the action or claim.

14. Severance of Clauses. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate any of the

other provisions of this Agreement. The parties intend that any such provision shall be severed from this Agreement and that this Agreement shall be enforced to the full extent permitted by law.

15. Assignees. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, and administrators of Executive, and to the successors and assigns of the System.

16. Governing Law. This Agreement shall be governed by the laws of the State of Ohio, without regard to provisions regarding conflict of laws, and both parties consent to venue and personal jurisdiction over them in the courts of that state, including the federal courts, for purposes of construction and enforcement of this Agreement.

17. Notice. For purposes of this Agreement, notices and all other communications provided for in this Agreement shall be in writing and shall be deemed to have been duly given when delivered or mailed by United States registered mail, return receipt requested, postage prepaid, addressed as follows:

If to Executive:

Akram Boutros M.D., FACHE
7 Birchbark Lane
Glen Cove, New York 11542

With a copy to:

Garfunkel Wild, PC
111 Great Neck Road, Sixth Floor
Great Neck, New York 11021
Attention: Robert Andrew Wild, Esq.

If to the System:

The MetroHealth System
2500 MetroHealth Drive
Cleveland, Ohio 44109
Attention: Chair of the Board

With a copy to:

The MetroHealth System
2500 MetroHealth Drive
Cleveland, Ohio 44109
Attention: Senior Vice President and General Counsel

18. Gender. A masculine or feminine term is to be construed as including all genders.

19. Entire Agreement; Amendment; Waiver. This Agreement constitutes the entire agreement of the parties pertaining to the subject matter hereof, and the parties have made no

agreements, representations, or warranties relating to the subject matter of this Agreement that are not set forth herein. This Agreement shall supersede any existing employment agreement between Executive and the System. This Agreement may not be modified, amended, or waived in any manner except by an instrument in writing signed by each of the parties hereto. The waiver by any party of compliance with any provision of this Agreement by the other party does not operate as a waiver of any other provision of this Agreement, or of any other breach of such party of a provision of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date but on the actual dates written below.

THE METROHEALTH SYSTEM

By:  _____

Thomas M. McDonald
Chair, Board of Trustees

Date: APRIL 25, 2013

EXECUTIVE

 _____
Akram Boutros M.D., FACHE

Date: April 25, 2013

APPENDIX A

COMPANY: BusinessFirst Healthcare Solutions, LLC

OWNERSHIP: [REDACTED]

CURRENT POSITION: President

AREAS OF FOCUS PRIOR TO EFFECTIVE DATE: Clinical Transformation, Interim Management, Physician-Hospital Integration, Hospital-Payer Contracting, and Expert Witness

CHANGES AFTER EFFECTIVE DATE:

- [REDACTED]
- [REDACTED]
- [REDACTED]

PRE-EXISTING INTELLECTUAL PROPERTIES: [REDACTED]

COMPANY: MediMetrix Solutions Exchange, LLC

OWNERSHIP: [REDACTED]

CURRENT POSITION: Principal

AREAS OF FOCUS PRIOR TO EFFECTIVE DATE: [REDACTED]

CHANGES AFTER EFFECTIVE DATE:

- [REDACTED]
- [REDACTED]

PRE-EXISTING INTELLECTUAL PROPERTIES: [REDACTED]

COMPANY: PATIENT INNOVATIONS, LLC

OWNERSHIP:

CURRENT POSITION: President

AREAS OF FOCUS PRIOR TO EFFECTIVE DATE: Patient-centered information technology company

CHANGES AFTER EFFECTIVE DATE:

-
-

PRE-EXISTING INTELLECTUAL PROPERTIES:

ATTACHMENT A

GENERAL RELEASE AND SEPARATION AGREEMENT

This General Release and Separation Agreement ("**Agreement**") is made and concluded by and between **THE METROHEALTH SYSTEM**, an unincorporated county hospital existing under Ohio Revised Code Chapter 339 ("MetroHealth"), and **AKRAM BOUTROS M.D., FACHE** (the "Employee").

RECITALS

WHEREAS, the Employee is currently employed at MetroHealth as President and Chief Executive Officer pursuant to an Employment Agreement effective as of _____, 2013 ("**Employment Agreement**"); and

WHEREAS, the Employee and MetroHealth wish to enter into this Agreement to resolve any and all existing and potential claims between the parties arising out of the Employee's employment with and separation of employment with MetroHealth, consistent with Section 10 of the Employment Agreement.

NOW THEREFORE, in consideration of the promises and mutual covenants and undertakings in this Agreement, the receipt and sufficiency of which are hereby acknowledged, MetroHealth and the Employee agree as follows (unless otherwise defined in this Agreement, defined terms shall have the meanings ascribed to them in the Employment Agreement):

1. Mutual Release of Claims.

a. The Employee's Release. The Employee hereby agrees, on behalf of the Employee and the Employee's spouse, heirs, administrators, executors and assigns, to release and forever discharge MetroHealth from any and all suits, claims, demands, and causes of action of any nature or kind whatsoever, which the Employee now has or ever had, up to the date of this Agreement (the "**Release of Claims**"). This Release of Claims includes, without limitation, any suits, claims, demands, or causes of action under federal, state or local laws, regulations, executive orders, common law or other source concerning civil rights, employment discrimination, employee benefits, wrongful discharge, breach of express or implied contract, promissory estoppel, defamation, emotional distress, whistleblower claims, tort, attorneys' fees or any claims which may have arisen in connection with the Employee's employment with MetroHealth or the cessation thereof including, but not limited to any claims, suits, demands or causes of action under the Employment Agreement; provided, however, that this Release does not apply to any claims brought by third parties against Employee involving activities within the scope of his employment. The Employee is not waiving any rights that cannot be waived by law but does forever waive the right to recover any damages should any state or federal agency ever pursue a claim on the Employee's behalf against MetroHealth relating to any matter whatsoever, up to the execution date of this Agreement. This Release of Claims does not preclude the Employee from exercising his rights or remedies under this Agreement.

Without limiting the foregoing, this Release of Claims includes any claim the Employee may have up to the date of this Agreement pursuant to the Federal Age Discrimination in Employment Act, 29 U.S.C. Section 621, *et seq.* and the Older Workers Benefit Protection Act.

The Employee has been advised to consult with an attorney before executing this Agreement and has been given at least twenty-one (21) calendar days from the receipt of this Agreement to consider this Agreement before signing it; provided that in no event shall such Release of Claims (and this Agreement) be returned to MetroHealth later than twenty-one (21) days after the Employee's Separation from Service Date (as defined below in Paragraph 2(a)). The Employee may, within seven (7) calendar days after such execution and delivery of this Agreement, revoke the Agreement in its entirety by written notice to MetroHealth and forfeit all payments and benefits under this Agreement. The parties agree that this Agreement shall not become effective until seven (7) calendar days after such execution and delivery to MetroHealth. Any delivery or notice should be received by the Chair of the Board of Trustees at The MetroHealth System, 2500 MetroHealth Drive, Cleveland, Ohio 44109.

b. MetroHealth's Release. In consideration of the mutual promises set forth within, MetroHealth hereby agrees to release and forever discharge the Employee from any and all suits, claims, demands, and causes of action of any nature or kind whatsoever, which it has or may ever have had, up to the date of this Agreement arising out of or related to the Employee's employment or the performance of any services to or on behalf of MetroHealth, with the exception of any claims related to misappropriation of funds, embezzlement or fraud. This Release does not preclude MetroHealth from exercising its rights or remedies under this Agreement.

2. Benefits and Perquisites. In connection with the execution of this Agreement, the parties agree as follows:

a. Separation from Service. MetroHealth and the Employee agree that the Employee's termination of employment shall constitute a "separation from service" within the meaning of Section 409A and shall occur on _____, 20__ (the "**Separation from Service Date**"), coinciding with the Employee's last work day as an employee.

b. Base Salary. In consideration for the Employee's obligations under this Agreement, including the Release of Claims under Paragraph 1, MetroHealth agrees to pay (commencing within forty-five (45) days following the Separation from Service Date) the Employee (or, in the event of the Employee's death, the surviving spouse, or in the event the Employee's spouse does not survive the Employee, the estate) the Employee's Base Salary through the Applicable Severance Period, as that term is defined in Employee's Employment Agreement. Such payments will be paid in accordance with MetroHealth's normal payroll procedures and schedule and will be subject to appropriate withholdings.

c. Group Health Insurance Benefits. The Employee shall, commencing with the Separation from Service Date, be provided with all group health insurance benefits (medical, prescription drug, dental and vision) for the period beginning with the Separation from Service Date through the Applicable Severance Period, as that term is defined in Employee's Employment Agreement, provided the Employee elects to continue such coverage under COBRA. The Employee will assume the Employee's normal contribution to such insurance

coverages and MetroHealth will pay the Employee's COBRA premium through _____, 201_.

d. Adequate Consideration. The Employee acknowledges and accepts the payments and other consideration under this Agreement and the Employment Agreement as full, final and complete satisfaction of any and all claims or sums which are now and might hereafter become due and owing to the Employee for services rendered by the Employee to MetroHealth and for the Employee's Release of Claims.

e. Tax Reporting. MetroHealth shall report all income and deduct and withhold all federal, state, local, and employment taxes required by applicable law with respect to any payments and benefits made pursuant to the terms of this Agreement and the Employment Agreement; and the Employee shall be responsible for the payment of all taxes on any payments and benefits made pursuant to the terms of this Agreement and the Employment Agreement.

f. Section 409A. In compliance with Section 409A, notwithstanding any other provision of MetroHealth's plans in effect from time to time, to the extent an in-kind benefit or reimbursement, if any, under paragraph 2 of this Agreement is not exempt from Section 409A:

(I) The amount of expenses eligible for reimbursement and the provision of in-kind benefits during any calendar year shall not affect the amount of expenses eligible for reimbursement or the provision of in-kind benefits in any other calendar year;

(II) The reimbursement of an eligible expense shall be made on or before December 31 of the calendar year following the calendar year in which the expense was incurred; and

(III) The right to reimbursement or right to an in-kind benefit shall not be subject to liquidation or exchange for another benefit.

Notwithstanding the foregoing, in the event that any portion of the payments or benefits to the Employee pursuant to this Agreement are not excluded from the definition of nonqualified deferred compensation under Section 409A, such portion shall begin to be paid in the later of the taxable year in which such would otherwise be payable or the taxable year required under Internal Revenue Service Notice 2010-80 (or subsequently issued guidance) regarding operational compliance with Section 409A.

3. Acknowledgments.

a. The Employee hereby warrants and acknowledges that: (i) the Employee is of legal age and is legally competent to execute this Agreement; (ii) that the Employee is executing this Agreement voluntarily and with full knowledge and understanding of its contents; (iii) the Employee has been advised and is hereby advised by MetroHealth that the Employee should have an attorney of the Employee's choice, and at the Employee's expense, review this Agreement; (iv) the Employee has been and is hereby advised by MetroHealth that the Employee has twenty-one (21) days from the receipt of this Agreement to determine whether to execute it; and (v) the Employee has been advised by MetroHealth that the Employee may revoke this

Agreement within seven (7) days following its execution and delivery to The MetroHealth System by sending written notice to the Chief Executive Officer, whereupon it shall be null and void and the Employee shall forfeit all payments and benefits under the Agreement.

b. The Employee further acknowledges that under this Agreement the Employee is still bound by the Employee's obligations and covenants contained in Sections 7, 8, 9, and 10 of the Employment Agreement related to Confidential Information, Non-Disclosure of Confidential Information, Work Product and Reasonableness of Restraints.

4. Duty to Cooperate. The Employee agrees to cooperate with MetroHealth in connection with any litigation, investigation, audit, or other regulatory or administrative proceeding which is now pending or may arise and which involves matters arising during the Employee's employment. In the event the Employee is called upon to cooperate per this contingency, the Employee acknowledges MetroHealth's expectation that the Employee would truthfully testify in any legal proceedings in which the Employee may be a party or in which the Employee may be called as a witness.

5. Confidentiality. The Employee shall not reveal or disclose the terms of this Agreement to any person, except to the Employee's immediate family and to those necessary to effectuate the terms of this Agreement or to professionals rendering tax or legal advice, or as required by law, other than to state that the matter has been resolved to the mutual satisfaction of the parties.

6. Mutual Non-Disparagement. The Employee agrees that the Employee will not engage in any conduct or communication that may disparage or impugn the reputation or integrity of MetroHealth, any of its trustees, directors, officers, agents, employees, or other representatives, or take any action or engage in any communication that could be detrimental to the reputation, operation or prospects of MetroHealth or its trustees, directors, officers, agents, employees, or other representatives. In turn, MetroHealth and its trustees, directors, officers, agents, employees, or other representatives agree that they will not engage in any conduct or communication that may disparate or impugn the Employee's reputation or integrity.

7. Non-Admission of Liability. The Employee and MetroHealth agree that nothing contained within this Agreement shall be construed or interpreted as an admission by either party of any liability of whatsoever nature, including but not limited to, any violation of any law.

8. Materiality of All Conditions and Obligations, Recovery of Payments. The Employee understands and agrees that all of the conditions of this Agreement applicable to the Employee and all of his obligations under this Agreement are material and that the non-occurrence of any such condition or the breach of any such obligation by the Employee shall result in MetroHealth being entitled to terminate its obligations under this Agreement and assert any and all rights it may have in law or in equity, including the right to seek and obtain, in any court or competent jurisdiction, an injunction to restrain such breach or alleged breach. In addition, MetroHealth shall be entitled to recover any payments made under this Agreement, and shall have the right to seek damages at law, attorneys' fees and costs.

9. Modification of Agreement. Except as provided herein, this Agreement may only be modified or amended by a written instrument signed by the Employee and MetroHealth.

10. Non-Assignment. The Employee warrants and represents that, prior to and including the effective date of this Agreement, no claim, demand, cause of action or obligation which is the subject of this Agreement has been assigned or transferred to any other person or entity, and no other person or entity has or has had any interest in said claims, demands, causes of action or obligation, and that the Employee has the sole right to execute this Agreement.

11. Severability. In the event that any provision or term of this Agreement is found to be void or unenforceable to any extent for any reason, it is the agreed-upon intent of the parties that all remaining provisions or terms of this Agreement shall remain in full force and effect to the maximum extent permitted and that this Agreement shall be enforceable as if such void or unenforceable provision or term had never been a part hereof.

12. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same document.

13. Entire Agreement. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter contained herein. Except for Sections 7, 8, 9, and 10 of the Employment Agreement, which shall survive the Employee's termination of employment, this Agreement supersedes the Employment Agreement. By signing this Agreement, the Employee acknowledges that no promise or inducement has been offered to the Employee to enter into this Agreement, except as expressly set forth above. The Employee further acknowledges that this Agreement is executed without reliance upon any statement or representation by MetroHealth except as expressly set forth above.

14. Governing Law. This Agreement shall be construed and interpreted under the laws of the State of Ohio.

IN WITNESS WHEREOF, The MetroHealth System and the Employee agree as set forth above:

THE METROHEALTH SYSTEM

EMPLOYEE

By:_____

Akram Boutros M.D., FACHE

Title:_____

Date:_____

Date:_____

EXHIBIT 5

Approval of Executive Compensation Methodology

RESOLUTION 18608

WHEREAS, the Board of Trustees of The MetroHealth System has had a number of presentations from Sullivan Cotter and the President and Chief Executive Officer concerning the development, objectives and framework for this executive compensation program; and

WHEREAS, the Board of Trustees of The MetroHealth System has been presented a recommendation for an executive compensation program for the System's executive leadership; and

NOW, THEREFORE BE IT RESOLVED, The Board of Trustees of The MetroHealth System hereby approves the compensation methodology and terms described below.

The organization's compensation philosophy includes establishing a range of Total Cash Compensation which will be calculated at varying ranges of performance.

1. If the "trigger" benchmark is not achieved then Total Cash Compensation in the aggregate will be between the 40th-50th percentile of the Comparable Group.
2. If the "threshold" benchmark is achieved then Total Cash Compensation in the aggregate will be between the 45th to 60th percentile of the Comparable Group.
3. If the "target" benchmark is achieved then Total Cash Compensation in the aggregate will be between the 50th to 65th percentile of the Comparable Group.
4. If the "maximum" benchmark is achieved then Total Cash Compensation in the aggregate will not exceed 105% of the 75th percentile of the Comparable Group.

1. Base Compensation Methodology

- Base Compensation will be set at or below the 50th percentile of Total Cash Compensation for the Comparable Group (as provided by compensation advisors designated by Board from time to time).
- For those executives whose current Base Salary is above this 50th percentile, their Base shall not be increased until such time that market conditions change and surpass their current base with restrictions as noted below.

2. Performance Based Variable Compensation

- This component involves establishing benchmarks and developing metrics for organizational and individual executive performance. The objective is to establish these terms which will be applied objectively.

- The Board will set goals for the President and Chief Executive Officer and the President and Chief Executive Officer will set goals for senior leadership.
 - The methodology will provide performance based compensation based upon objectives which are established with varying goals for performance.
3. Maximum Compensation
- Total Cash Compensation will be Base Salary plus any Performance Based Variable Compensation earned for the year.
 - Performance Based Variable Compensation will be awarded only if the System satisfies the “trigger”; thereafter any additional awards will be subject to the satisfaction of the approved benchmarks.
 - Total Cash Compensation for each executive will not exceed an amount equal to 105% of each executive’s comparable 75% Percentile.
4. Board Approval
- This compensation methodology will be set forth in a formal plan document to be prepared by the President and Chief Executive Officer with the assistance of Sullivan Cotter.
 - Board will delegate authority to the President and Chief Executive Officer to implement and follow this Performance-Based Variable Compensation plan, as amended annually.
 - Any exceptions from this methodology and plan terms will require Board approval.
 - The President and Chief Executive Officer will report on the terms and performance of this plan on a regular basis.
 - The Board will have the authority to terminate the plan at any time.

The System has determined that such programs are customary and usual in the nonprofit hospital field in Northeast Ohio.

BE IT FURTHER RESOLVED, The Chief Executive Officer and President is hereby authorized to negotiate and execute agreements and other documents consistent with this resolution.

AYES: Ms. Clemo, Ms. Jordan, Mr. McDonald, Mr. Moss, Mr. Monnolly
Dr. Silvers, Mr. Spain, Ms. Whiting

NAYS: None

ABSENT: None

ABSTAINED: None

DATE: July 24, 2013