EXHIBIT 6

AMENDED AND RESTATED
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. FACHE** ("Executive") and **THE METROHEALTH SYSTEM**, a county hospital established and operating pursuant to Chapter 339 of the Ohio Revised Code ("System").

WITNESSETH:

WHEREAS, Executive has been employed as President and Chief Executive Officer of the System pursuant to that certain Employment Agreement dated effective as of June 1, 2013 (the "Original Agreement"); and

WHEREAS, the System and Executive desire to enter into a new agreement (the "Agreement") to retain 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 July 1, 2015 ("Effective Date"), and Executive accepts employment by the System upon the terms and conditions set forth in this Agreement. Executive's employment under this Agreement shall 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").

A. 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. The Executive shall perform such duties promptly and in a professional manner and in accordance with MetroHealth's rules, regulations, policies and procedures, which Executive acknowledges shall include MetroHealth's "Values" in the form attached hereto as Exhibit A-1, as they may be amended from time to time.

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 Eight Hundred Sixty-Nine Thousand Dollars ($869,000) per annum, less applicable payroll deductions and withholdings, in accordance with the System's bi-weekly payroll system ("Base Salary"), which will be effective for the 2015 calendar year and shall be paid through a one-time catch up adjustment as soon as practicable following the execution of this Agreement and then ratably over the System's remaining pay periods for 2015. This adjusted Base Salary will be effective for all purposes hereunder, including the calculation of the contribution provided for in Section 3.B attributable to 2015 Total Cash Compensation. This amount was confirmed as approximately the 38th percentile of total cash compensation levels in the market consistent with the System's executive compensation philosophy ("Target Base Salary") by Sullivan Cotter and Associates Inc., independent compensation consultant to the System. Base Salary will be adjusted from time to time as follows: Base Salary will be reset on each anniversary date of this Agreement at the Target Base Salary as determined by a nationally recognized independent compensation consultant ("Compensation Consultant"). The Board will select the Compensation Consultant, in consultation with Executive, with the understanding that the consultant will be chosen from nationally recognized compensation consultants such as Sullivan Cotter; Mercer; Towers Watson or other similar nationally recognized firms.

B. In addition to his Base Salary, Executive shall be eligible for annual performance based variable compensation for the services rendered by him pursuant to the Agreement under a Performance Based Variable Compensation Plan (the "Performance Plan"). All awards pursuant to the Performance Plan shall be subject to the terms of such plan as determined by the Board in consultation with the Executive, from time to time. The Performance Plan will include a range of specific System performance benchmark targets with the amount of the Performance Based Variable Compensation tied to such targets. 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 any annual Performance Based Variable Compensation determined in accordance with the Performance Plan ("PBVC") shall be referred to as his "Total Cash Compensation".

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 new Section 457(f) plan for Executive effective for contributions attributable to 2016 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, and including the contribution for calendar year 2015, System shall make an annual contribution credit equal to twenty percent (20%) 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 PBVC provided in Section 2.B. will be made as soon as practicable following the final calculation and payment of such PBVC.

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. Executive shall accrue six (6) weeks' vacation during each year of the Agreement. In addition to the vacation weeks, the Executive shall be entitled to attend, at the expense of System, one (1) non-work related educational programs and meetings of professional associations during each year of the Agreement.

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) unauthorized disclosure to 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 against the System; (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 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, including, without limitation, the System values described in Section 2 hereof 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 PBVC using the target 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 Executive, up to a maximum of $25,000. 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 Performance Based Variable Compensation earned but 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 and determined in accordance with Section 2.B using the established target performance standard in effect for such periods, 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 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 Performance Based Variable Compensation earned but 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 and determined in accordance with Section 2.B using the established target performance standard in effect for such periods, 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 eighteen (18) months, extended for one (1) additional six (6) month period (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 such six (6) month period, or as reasonably promptly thereafter as is practicable, notify MetroHealth of the amount of salary reasonably expected to be received during the next 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.

In addition, MetroHealth shall have the right to suspend such obligations for payments and benefits pursuant to Sections 12.A.(ii), 12.C., or 12.D.(ii) hereunder in the event Executive is charged with a matter described in Section 12.A(i) of this Agreement and to terminate such obligations in the event of the occurrence of an action described in Section 12.A.(i) of this Agreement, in either case provided that such action arises in connection with or out of Executive's employment with MetroHealth.

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 Performance Based Variable Compensation earned but 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 and determined in accordance with Section 2.B using the established target performance standard in effect for such periods, 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 Performance Based Variable Compensation earned but 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 and determined in accordance with Section 2.B using the established target performance standard in effect for such periods, 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) ninety (90) 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 Performance Based Variable Compensation earned but 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 and determined in accordance with Section 2.B using the established target performance standard in effect for such periods, 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(iv).

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
The Metropolitan at the 9
2017 East 9th Street, SKY 13
Cleveland, Ohio 44115

With a copy to:

BakerHostetler
PNC Center
1900 East 9th Street, Suite 3200
Cleveland, Ohio 44114-3482
Attention: John J. McGowan Jr.

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 Chief Legal Officer

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 and the provisions of this Agreement shall govern with the exception of the contributions previously made under the terms of the Original Agreement, which shall be subject to the requirements of the Original Agreement with respect to contributions attributable to 2013, 2014 and 2015 calendar years. 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:______________________________

Date: 2/25/2016

EXECUTIVE

____
Akram Boutros M.D., FACHE

Date: 2/24/16

EXHIBIT 7

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. FACHE** ("Executive") and **THE METROHEALTH SYSTEM**, a county hospital established and operating pursuant to Chapter 339 of the Ohio Revised Code ("System").

WITNESSETH:

WHEREAS, Executive has been employed as President and Chief Executive Officer of the System pursuant to that certain Amended and Restated Employment Agreement dated effective as of July 1, 2015 (the "2015 Agreement"); and

WHEREAS, the System and Executive desire to enter into a new agreement (the "Agreement") to retain 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 January 1, 2020 ("Effective Date"), and Executive accepts employment by the System upon the terms and conditions set forth in this Agreement. Executive's employment under this Agreement shall 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").

A. 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. The Executive shall perform such duties promptly and in a professional manner and in accordance with MetroHealth's rules, regulations, policies and procedures, which Executive acknowledges shall include MetroHealth's "Values" in the form attached hereto as Exhibit A-1, as they may be amended from time to time.

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 determined as set forth below, less applicable payroll deductions and withholdings, in accordance with the System's bi-weekly payroll system ("Base Salary"), which will be effective for the full 2020 calendar year commencing as of the Effective Date. The initial Base Salary for 2020 was confirmed by the Board based upon the 2015 Agreement in accordance with the process provided in that agreement and as set forth below. The Base Salary will be reassessed by the Board at least every two (2) years at the Target Base Salary as determined by the Board based upon data and analysis provided by a nationally recognized independent compensation consultant ("Compensation Consultant") and confirmed to the Board by its compensation advisor, utilizing such data provided by the Compensation Consultant. The Board will select the Compensation Consultant, in consultation with Executive, with the understanding that the consultant will be chosen from nationally recognized compensation consultants such as Sullivan Cotter; Mercer; Towers Watson or other similar nationally recognized firms.

B. In addition to his Base Salary, Executive shall be eligible for annual performance based variable compensation for the services rendered by him pursuant to the Agreement under a Performance Based Variable Compensation Plan (the "Performance Plan"). All awards pursuant to the Performance Plan shall be subject to the terms of such plan as determined by the Board in consultation with the Executive, from time to time. The Performance Plan will include a range of specific System performance benchmark targets with the amount of the Performance Based Variable Compensation tied to such targets. 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 any annual Performance Based Variable Compensation determined in accordance with the Performance Plan ("PBVC") shall be referred to as his "Total Cash Compensation".

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 new Section 457(f) plan for Executive effective for contributions attributable to 2019 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, and including the contribution for calendar year 2019, System shall make an annual contribution credit equal to twenty five percent (25%) 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 PBVC provided in Section 2.B. will be made as soon as practicable following the final calculation and payment of such PBVC.

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. An amount equal to one-third of each Plan Year Contribution, together with one-third of any income, gain, interest or loss credited with respect to such Plan Year account, shall vest each year provided Executive remains employed by the System on the last day of each of the subsequent three years. 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. <u>Health Insurance, Other Benefits, Perquisites, Liability Insurance, Etc</u>. 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 and long term disability) 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. Executive shall accrue six (6) weeks' vacation during each year of the Agreement. In addition to the vacation weeks, the Executive shall be entitled to attend, at the expense of System, one (1) non-work related educational programs and meetings of professional associations during each year of the Agreement.

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, 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) unauthorized disclosure to 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 against the System; (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 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, including, without limitation, the System values described in Section 2 hereof 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; (ix) failure 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 Executive's employment; in the event employee is called upon to cooperate per this contingency, Executive acknowledges MetroHealth's expectation that Employee would truthfully testify in any legal proceedings in which Executive may be a party or in which Executive may be called as a witness; or (x) 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. 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 12.A(ii), Executive will receive as severance Executive's then current Base Salary, annual Performance Based Variable Compensation, payments under the section 457(f) plan provided for in Section 3 of this Agreement, 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 Executive, up to a maximum of $25,000. 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 Performance Based Variable Compensation earned but 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 and determined in accordance with Section 2.B using the established target performance standard in effect for such periods prorated as provided below, and Performance Based Variable Compensation and section 457(f) plan payments for the "Applicable Severance Period" at the average of the percentage of Base Salary equal to that received during the two (2) years prior to the date of 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 payment of any Performance Based Variable Compensation earned for the year of such termination will be based upon a proration determined as follows: the number of months the Executive worked in such year plus three (3) months. In such event the Performance Based Variable Compensation will be calculated at Target unless Executive worked nine (9) months or more, in which case the calculation will be made based on actual results.

(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 12.A(iii): 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 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. 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 Performance Based Variable Compensation earned but 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 and determined in accordance with Section 2.B using the established target performance standard in effect for such periods, 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 twenty-four (24) months. In addition, MetroHealth shall have the right to suspend such obligations for payments and benefits pursuant to Sections 12.A.(ii), 12.C., or 12.D.(ii) hereunder in the event Executive is charged with a matter described in Section 12.A(i) of this Agreement and to terminate such obligations in the event of the occurrence of an action described in Section 12.A.(i) of this Agreement, in either case provided that such action arises in connection with or out of Executive's employment with MetroHealth.

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 Performance Based Variable Compensation earned but 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 and determined in accordance with Section 2.B using the established target performance standard in effect for such periods, 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 Performance Based Variable Compensation earned but 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 and determined in accordance with Section 2.B using the established target performance standard in effect for such periods, 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) ninety (90) 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 Performance Based Variable Compensation earned but 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 and determined in accordance with Section 2.B using the established target performance standard in effect for such periods, 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 or payments under the Section 457(f) Plan 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(iv).

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
1684 Lorain Avenue
Cleveland, Ohio 44113

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 Chief Legal Officer

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 and the provisions of this Agreement shall govern with the exception of the contributions previously made under the terms of the Agreement, which shall be subject to the requirements of the Agreement with respect to contributions attributable to 2016, 2017 and 2018 calendar years. 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: Vanessa L. Whiting

Date: 1/24/2020

EXECUTIVE

Akram Boutros M.D., FACHE

Date: 1/24/2020

APPENDIX A

COMPANY: PATIENT INNOVATIONS, LLC

OWNERSHIP: [redacted]

CURRENT POSITION: Founder

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

CHANGES AFTER EFFECTIVE DATE:

- [redacted]
- [redacted]

PRE-EXISTING INTELLECTUAL PROPERTIES: [redacted]

EXHIBIT A-1

METROHEALTH VALUES

Our Values (STAR-IQ)

Service to Others
We strive to meet the needs of our patients first, by serving with compassion and advocating for the well-being of the community, especially those without the ability to pay.

Teamwork
We establish an environment of trust and engagement that focuses on the needs of the organization in order to leverage our collective strengths to do the right thing for our patients and colleagues.

Accountability
We accept responsibility for the decisions we make, the outcomes achieved and our personal behavior.

Respect
We treat everyone equally with dignity, candor, compassion and empathy.

Inclusion and Diversity
We foster a community where our differences are celebrated and everyone has an opportunity to be part of our success.

Quest for Excellence
We exemplify the highest standards of patient-centered care and continue to improve through discovery and innovation.

MetroHealth

ATTACHMENT A

GENERAL RELEASE AND SEPARATION AGREEMENT

This General Release and Separation Agreement (**"Agreement"**) is made and concluded by and between **THE METROHEALTH SYSTEM**, a county hospital established and operating under Ohio Revised Code Chapter 339 ("MetroHealth") and **AKRAM BOUTROS M.D., FACHE** (the "Executive"). All references to "MetroHealth" in this Agreement include The MetroHealth System's past, present and future trustees, officers, directors, administrators, employees, shareholders, parents, holding companies, subsidiaries, divisions, affiliates, insurers, employee benefit plans, benefit plans administrators and fiduciaries, agents, representatives, attorneys, and all of their predecessors, successors, and assigns, whether in official, representative, company, or individual capacities.

RECITALS

WHEREAS, the Executive is currently employed at MetroHealth as President and Chief Executive Officer pursuant to an Employment Agreement effective as of January 1, 2020 (**"Employment Agreement"**); and

WHEREAS, the Executive and MetroHealth wish to enter into this Agreement to resolve any and all existing and potential claims between the parties arising out of the Executive's employment with and separation of employment with MetroHealth, consistent with Section 12 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 Executive 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 Executive's Release. The Executive hereby agrees, on behalf of the Executive and the Executive'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 Executive 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, Executive benefits, wrongful discharge, breach of express or implied contract, promissory estoppel, defamation, emotional distress, whistleblower claims, tort, attorneys' fees and other professional fees or any claims which may have arisen in connection with the Executive'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. The Executive 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

Executive'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 Executive from exercising his/her rights or remedies under this Agreement.

Without limiting the foregoing, this Release of Claims includes any claim the Executive 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 Executive has been advised to consult with an attorney before executing this Agreement and has been given at least forty-five (45) 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 Executive's Separation from Service Date (as defined below in Paragraph 2(a)). The Executive 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 Senior Vice President, Chief Legal Officer at The MetroHealth System, 2500 MetroHealth Drive, Cleveland, Ohio 44109.

b. <u>MetroHealth's Release</u>. In consideration of the mutual promises set forth within, MetroHealth hereby agrees to release and forever discharge the Executive 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 Executive'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. <u>Benefits and Perquisites</u>. In connection with the execution of this Agreement, the parties agree as follows:

a. <u>Separation from Service</u>. MetroHealth and the Executive agree that the Executive'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 Executive's last work day as an Executive.

b. <u>Base Salary</u>. In consideration for the Executive'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 Executive (or, in the event of the Executive's death, the surviving spouse, or in the event the Executive's spouse does not survive the Executive, the estate) the Executive's Base Salary and such other payments as provided in Section 12 of the Employment Agreement, and subject to the conditions thereof, for a twenty-four (24) month period retroactive to the Separation from Service Date. Such payments will be paid in accordance with MetroHealth's normal payroll procedures and schedule and will be subject to appropriate withholdings.

In addition, MetroHealth shall have the right to suspend such obligations for payments and benefits pursuant to Sections 12.A.(ii), 12.C., or 12.D.(ii) hereunder in the event Executive is charged with a matter described in Section 12.A(i) of this Agreement and to terminate such obligations in the event of the occurrence of an action described in Section 12.A.(i) of this Agreement, in either case provided that such action arises in connection with or out of Executive's employment with MetroHealth.

c. Group Health Insurance Benefits. The Executive 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 _________, 20__, provided the Executive elects to continue such coverage under COBRA. The Executive will assume the Executive's normal contribution to such insurance coverages and MetroHealth will pay the Executive's COBRA premium through _________, 20__.

d. Adequate Consideration. The Executive acknowledges and accepts the payments and other consideration under this 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 Executive for services rendered by the Executive to MetroHealth and for the Executive'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 Executive shall be responsible for the payment of all taxes on any payments and benefits made pursuant to the terms of this 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 Executive 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 Executive hereby warrants and acknowledges that: (i) the Executive is of legal age and is legally competent to execute this Agreement; (ii) that the Executive is executing this Agreement voluntarily and with full knowledge and understanding of its contents; (iii) the Executive has been advised and is hereby advised by MetroHealth that the Executive should have an attorney of the Executive's choice, and at the Executive's expense, review this Agreement; (iv) the Executive has been and is hereby advised by MetroHealth that the Executive has twenty-one (21) days from the receipt of this Agreement to determine whether to execute it; and (v) the Executive has been advised by MetroHealth that the Executive may revoke this Agreement within seven (7) days following its execution and delivery to The MetroHealth System by sending written notice to the Senior Vice President, Chief Legal Officer, whereupon it shall be null and void and the Executive shall forfeit all payments and benefits under the Agreement.

b. The Executive further acknowledges that under this Agreement the Executive is still bound by the Executive's obligations and covenants contained in Sections 6, 7, 8, and 9 of the Employment Agreement related to Confidential Information, Non-Disclosure of Confidential Information, Work Product and Reasonableness of Restraints.

4. Duty to Cooperate. The Executive 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 Executive's employment. In the event the Executive is called upon to cooperate per this contingency, the Executive acknowledges MetroHealth's expectation that the Executive would truthfully testify in any legal proceedings in which the Executive may be a party or in which the Executive may be called as a witness.

5. Confidentiality. The Executive shall not reveal or disclose the terms of this Agreement to any person, except to the Executive'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 Executive agrees that the Executive 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, Executives, 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, Executives, or other representatives. In turn, MetroHealth and its trustees, directors, officers, agents, Executives, or other representatives agree that they will not engage in any conduct or communication that may disparate or impugn the Executive's reputation or integrity. Nothing herein shall prevent either party from testifying truthfully in connection with any litigation, arbitration or administrative proceeding when compelled by subpoena, regulation or court order to do so.

Executive understands and agrees that this Agreement is not intended to and does not interfere with any governmental agency's right, such as that of the Equal Employment Opportunity Commission, to enforce labor or employment laws and to seek relief that will benefit the general public. Executive is not prevented from initiating, assisting, or participating in that process. However, to the extent that Executive may participate directly or indirectly, Executive agrees that he waives any right personally to recover any additional compensation, damages, or other forms of relief. This Agreement shall serve as a complete defense to any such claims for relief. No other provisions in this Agreement, including the consideration, relief of claims, non-admission, non-disparagement, confidentiality, non-solicitation, duty to cooperate, or return of property provisions, are intended to limit Executive's ability to initiate, assist, or participate in any such process of a governmental agency.

7. Non-Admission of Liability. The Executive 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 Executive understands and agrees that all of the conditions of this Agreement applicable to the Executive and all of his/her obligations under this Agreement are material and that the non-occurrence of any such condition or the breach of any such obligation by the Executive 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. Ineligibility for Future Employment. In consideration of the mutual promises contained herein, Executive further acknowledges and agrees that Executive shall not be eligible for future employment with MetroHealth and agrees that Executive will not seek, apply for, or accept future employment with MetroHealth. If Executive breaches this Paragraph, Executive agrees that MetroHealth shall not incur any liability of any kind or nature whatsoever by virtue of its refusal to consider Executive's request for reinstatement, employment, or other relationship or affiliation with MetroHealth. Executive further agrees that in the event Executive breaches this Paragraph and is inadvertently hired without an express written waiver of this provision signed by the Board Chair, Executive will be terminated without any legal recourse and will reimburse MetroHealth for any compensation received as a result of such breach.

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

11. Non-Assignment. The Executive 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 Executive has the sole right to execute this Agreement.

12. 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.

13. 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.

14. Entire Agreement. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter contained herein. Except for Sections 6, 7, 8, and 9 of the Employment Agreement, which shall survive the Executive's termination of employment, this Agreement supersedes the Employment Agreement. By signing this Agreement, the Executive acknowledges that no promise or inducement has been offered to the Executive to enter into this Agreement, except as expressly set forth above. The Executive further acknowledges that this Agreement is executed without reliance upon any statement or representation by MetroHealth except as expressly set forth above.

15. 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 Executive agree as set forth above:

THE METROHEALTH SYSTEM

By:____________________________ Executive:________________________

Akram Boutros M.D., FACHE

Title:___________________________

Date:___________________________ Date:___________________________

EXHIBIT 8

THE METROHEALTH SYSTEM 2017 PBVC PROGRAM

MANAGEMENT RECOMMENDATIONS

CONFIDENTIAL – TRADE SECRETS – NOT FOR DISTRIBUTION

THE METROHEALTH SYSTEM 2017 PBVC PROGRAM

MANAGEMENT RECOMMENDATIONS

PROGRAM HISTORY

On July 24, 2013, The MetroHealth System ("MetroHealth") established a Performance-Based Variable Compensation Program "in order to attract, retain and motivate senior level talent in the organization." MetroHealth specified that the methodology must have fairness as a fundamental doctrine in establishing its compensation programs.

The Board of Trustees ("Board") of MetroHealth employed the services of an outside compensation advisory firm to assist in guiding the establishment of base pay and performance-based variable compensation levels for senior leadership through competitive benchmark data of other comparably-sized nonprofit and public hospital/health systems. The Sullivan Cotter firm was selected in 2013 to perform this work after a competitive bidding process.

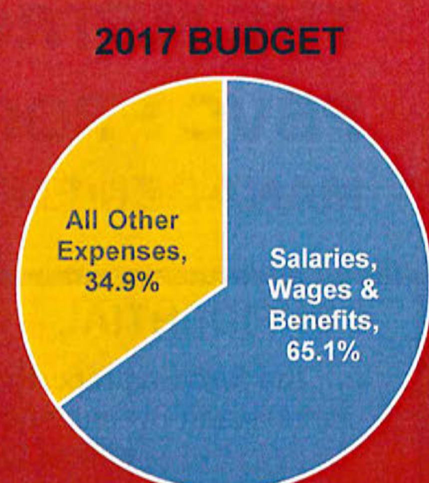
Further, Sullivan Cotter was asked to study base and performance based variable compensation, in total, and in part, when making recommendations as to how MetroHealth leadership shall be compensated. Both elements of compensation need to reflect the System's compensation philosophy of total cash compensation not to exceed (generally) the 75th percentile.

The Board established the following compensation philosophy that includes establishing a range of Total Cash Compensation to 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 percentiles of the Comparable Group.

AT-RISK PAY

These programs, are best framed in terms of return on investment (ROI). To minimize today's heightened business risk, businesses must reduce their investment in fixed costs and maximize the use of variable costs, which they incur only if they achieve certain results. Nowhere is this situation seen more clearly than in the balance between fixed and variable pay, since employee compensation in health care is by far, the single largest expense.



2. If the "threshold" benchmark is achieved then Total Cash Compensation in the aggregate will be between the 45th to 60th percentiles of the Comparable Group.
3. If the "target" benchmark is achieved then Total Cash Compensation in the aggregate will be between the 50th and 65th percentiles 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.

In addition, the Board adopted and approved the following methodology for an overall executive compensation program.

1. Base Compensation Methodology
    a. 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).
    b. 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
    a. 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.
    b. 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.
    c. The methodology will provide performance based compensation based upon objectives which are established with varying goals for performance.
3. Maximum Compensation
    a. Total Cash Compensation will be Base Salary plus any Performance Based Variable Compensation earned for the year.
    b. 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.
    c. Total Cash Compensation for each executive will not exceed an amount equal to 105% of each executive's comparable 75% Percentile.

Finally, the Board adopted and approved the following:

1. The 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.
2. Board will delegate authority to the President and Chief Executive Officer to implement and follow this Performance-Based Variable Compensation plan, as amended annually.
3. Any exceptions from this methodology and plan terms will require Board approval.
4. The President and Chief Executive Officer will report on the terms and performance of this plan on a regular basis.
5. The Board will have the authority to terminate the plan at any time.

ANNUAL METRICS

On July 24, 2013, MetroHealth adopted and approved the Performance Based Variable Compensation metrics for 2013 following discussion and on the recommendation of the President and Chief Executive Officer. The metrics recognized a multidimensional approach including financial, strategic, quality and operational goals.

Importantly, the Board accepted the President and Chief Executive Officer's recommendation that no awards will be paid unless the System achieves the Net Operating Income "trigger", which will be calculated net of the Performance Based Variable compensation awards.

In 2013 metrics were not weighted equally, the program placed greater emphasis on financial performance due to the financial challenges the organization had experienced in the past several years. The 2013 metrics and weights are defined below.

Financial	
1. Net Operating Income	20%
2. Total Revenue	20%
Strategic	
1. Network Ambulatory Volume (visits)	15%
Quality	
1. Hospital-Acquired Infection Rate ICU	10%
2. Top Performance on Key Quality Measures	10%
Operations/Satisfaction	
1. Employee Engagement Top-Box Rate	10%
2. Patient Satisfaction HCAHPS	15%

In 2014, the President and Chief Executive Officer recommended the addition of Inclusion and Diversity-specific metrics, and a reduction in the Financial metrics weight from 40% to 25%. The 2014 metric weights are defined below.

Financial	25%
1. Adjusted Operating Income	
Strategic	20%
1. Development of Facility Master Plan	
2. Community Engagement in Facility Master Plan	
1. Agreement by Cuyahoga County to Issue Bonds	
Quality	
1. Hospital-Acquired Infection Rate ICU	10%
2. Top Performance on Key Quality Measures	10%
3. Evidence-Based Order Sets	5%
Inclusion & Diversity	
1. Community Spend	7.5%
2. Candidate Inclusion	7.5%
Operations/Satisfaction	
1. Employee Engagement Top-Box Rate	7.5%
2. Patient Satisfaction HCAHPS	7.5%

In 2015, the President and Chief Executive Officer recommended to equally distribute the weighting across the financial, strategic, quality, inclusion & diversity and operational/satisfaction goals.

The Board adopted the following metrics for 2015.

Financial	20%
1. Adjusted Operating Income	
Strategic	20%
1. Agreement by Cuyahoga County to Issue Bonds	
2. MetroHealth Select Enrollment	
3. Construction of Critical Care Pavilion Expansion	
Quality	
1. Readmission Rate	10%
2. Magnet Designation	10%
Inclusion & Diversity	
1. Community Spend	10%
2. Candidate Inclusion	10%
Operations/Satisfaction	
1. Labor Expense/Adjusted Discharge	10%
2. Patient Satisfaction HCAHPS	10%

In 2016, the Board continued the equal distribution of the weighting across the financial, strategic, quality, inclusion & diversity and operational/satisfaction goals.

The Board adopted the following metrics for 2016.

Financial	20%
1. Adjusted Operating Income	
Strategic	20%
1. Approval of Transformation Plans by Cuyahoga County	
2. New Patient Attraction	
3. MetroHealth Select Enrollment	
Quality	
1. ACO Composite Quality Metric	10%
2. Annual Wellness Visits	10%
Inclusion & Diversity	
1. New Project Community Spend	10%
2. Diverse & Local Spend	10%
Operations/Satisfaction	
1. Labor Expense as % of Operating Revenue	10%
2. Patient Retention Rate	10%

FINANCIAL METRICS & TRIGGERS

IT IS CRITICAL TO NOTE THAT FINANCIAL METRICS AND TRIGGER ARE DETERMINED BY THE BOARD OF TRUSTEES BASED ON PRIOR YEAR PERFORMANCE, STRATEGIC OBJECTIVES, AND MARKET CONDITIONS. THE METRICS AND TRIGGER ARE INDEPENDENT OF THE APPROVED ANNUAL BUDGET.

The Annual Budget development process begins in the month of June of each year with an examination of market changes and departmental or service line performance. The budgeted volumes, revenues, and expensed are finalized in October based on September key performance indicators and financial close. It is then presented to the Finance Committee of the Board in early November, and approved by the Board in late November.

The Financial Metrics for Performance-Based Variable Compensation is determined in February or March of the effective year, following assessment of performance indicators and full-year financial close.

The table below illustrates the variation between Budgeted Income and PBVC Metrics.

Adjusted Income (in millions)				
Year	Minimum	Target	Maximum	Budget
2013	$ 8.5	$ 11.8	$ 15.0	$ 15.0
2014	$ 22.5	$ 27.5	$ 33.7	$ 18.5
2015	$ 16.3	$ 19.2	$ 22.1	$ 16.3
2016	$ 13.9	$ 19.4	$ 24.9	$ 17.8

PROPOSED 2017 PBVC STRUCTURE

It is clear that the PBVC program has been effective in achieving the Board's goals of attracting, retaining and motivating senior level talent in the organization. During the four years of the program, MetroHealth has enjoyed significant successes in each of the five dimensions – financial, strategic, quality, inclusion & diversity and operational/satisfaction.

During that period, annual revenues increased by $275 million (35.6%). On average, annual income has doubled compared to the year prior initiation of the program ($21.5 vs. $10.3). MetroHealth achieved sustainable strategic growth across the enterprise, culminating in an average increase in unique patients served from 5,500 prior too implementation to 22,000, annually.

Our quality outcomes have been recognized by the Joint Commission, Nursing Magnet, and a host of national and international agencies. MetroHealth's inclusion and diversity program also received recognition each year since the inception on the program and is known regionally as Best-in-

Class. Finally, operations and patient satisfaction outcomes have made steady gains each year of the program.

Management proposes the following changes to program structure.

1. **Metrics to focus on year-over-year improvements** – Progressive annual improvements are critical to institutionalizing a culture of performance. Continuity of the majority of metrics for several years, and focus on year-over-year improvement is more likely to create sustainable culture of performance.

2. **Expand the minimum to maximum range from 80-120% to 50-150%** – During the initial years of the program, concern was voiced for the efficacy of the program, and thus the range of performance was deliberately constrained. The past 4 years have unequivocally demonstrated that the program has become a very important driver to MetroHealth's success, as well as driving additional value to the community. Management recommends expanding the range of performance level to better correlate to actual achievement.

3. **Change from step-wise measurements to sliding scale** – 2013 through 2016, achievement was measured at threshold-value for each of the minimum, target, and maximum levels. For example if a goal was determined to be 500, 1,000, and 1,500 at minimum, target, and maximum levels, and actual performance was 950, then achievement is recognized at the minimum level. Management recommends using a sliding scale (e.g., achievement would be measures at 950/1,000, or 95%).

4. **Most senior executives (SVP, EVP, and CEO) would all use the same performance metrics for evaluation, but have different weights** – Previously, the SVP and EVP group performance was measured at 70% institutional metrics and 30% personal metrics. With the proposed change, the institutional goals would be equally weighed for the CEO, and would emphasize specific areas of responsibility for the CEO's direct reports. For example, quality metrics would account 40% for the Chief Quality Officer, while each remaining metrics weighted at 15%, each.

PROPOSED 2017 PBVC METRICS AND WEIGHTS

Management proposes the following metrics for 2017

1. **Financial (20%) – Adjusted EBIDA (Earnings Before Interest, Depreciation, and Amortization)** – We propose to move away from Adjusted Income to Adjusted EBIDA. This metric will assess the amount of funds available for debt payment, which is critically important relative to the MetroHealth Transformation.

EBIDA performance would be adjusted to exclude:

a. GASB 68 pension income / (expenses) which is recorded on an annual basis using the results from the OPERS actuary reports. In Ohio, employer contributions to the State's cost-sharing multi-employer retirement systems are established by statute. These contributions, are payable to the retirement systems one month in arrears and constitute the full legal claim on the System for pension funding. Although the liabilities recognized under GASB 68 meet the GASB's definition of a "liability" in its conceptual framework for accounting standards, they do not represent legal claims on the System's resources, and there are no cash flows associated with the recognition of net pension liabilities, deferrals and expense.

b. Board-approved non-recurring charges including one-time investment and transitional costs relating to new services, programs, and initiatives.

In recommending the various metrics, management has evaluated the levels of performance over the past 6 years. The table below reflects annual adjusted EBIDA and adjusted EBIDA margin for 2011 through 2016, and the average for the six years.

Exclude GASB 68 Pension	2011	2012	2013	2014	2015	2016		Average
Adjusted EBIDA	[redacted]							
Adj. EBIDA Margin								

For 2017, management recommends a [redacted] improvement over 2016 performance at the minimum, target, and maximum levels. This would equate to [redacted] in EBIDA at the minimum, target, and maximum levels, and [redacted] million in adjusted operating income at the minimum, target, and maximum levels.

2. **STRATEGIC (20%) – Gain in Unique Patients (10%) and Gain in Unique Lives in Risk Contracts (10%)** – We propose to continue the focus on the number of patients served by MetroHealth during the calendar year (System Unique Patients). This metric appropriately measures community reach and dependence on MetroHealth, especially in a county with a stable population.

In recommending the various metrics, management evaluated performance over the past 6 years. The table below reflects annual gains in the number of unique patients and the % Gain for 2011 through 2016, and the average for the six years.

	2011	2012	2013	2014	2015	2016		Average
Gain in Unique Patients	[redacted]							
% Gain								

For 2017, management recommends [redacted] Gain in Unique Patients over 2016 performance at the minimum, target, and maximum levels. This would equate to [redacted] gain in unique patients served at the minimum, target, and maximum levels.

The number of Unique Lives in Risk Contracts measures MetroHealth's progress in aligning reimbursement models with the population health commitment. This is a new performance measure. Management has evaluated the levels of performance in 2016, which includes Unique Lives in CMS MSSP program [redacted] CareSource Total Cost of Care Contract ([redacted]), MetroHealth Employee ACO ([redacted]) and Cle-Care [redacted]. Thus, the 2016 base is [redacted] Unique Lives in Risk Contracts.

For 2017, management recommends [redacted] Gain in Unique Lives in Risk Contracts over 2016 performance at the minimum, target, and maximum levels. This would equate to [redacted] gain in attributed unique lives in risk contracts at the minimum, target, and maximum levels.

3. **QUALITY (20%) – Improvement in CMS Star Rating (10%) and Improvement in Aggregate ACO Quality Score (10%)** – We propose to continue the focus on external benchmarking of overall quality using CMS Overall Hospital Quality Star Rating.

In recommending the various metrics, management has evaluated the levels of performance in 2016, which was the first year of the program. MetroHealth achieved a 1-Star rating, initially, and has received data which indicates that the improvements made should culminate in 2-Star rating.

For 2017, management recommends an improvement of [redacted] CMS Overall Hospital Quality Star Rating over 2016 initial performance at the minimum, target, and maximum levels. This would equate to [redacted] achievement in CMS Overall Hospital Quality Star Rating during 2017.

In addition, we are recommending continued focus on Aggregate ACO Quality Score, which represents 20 individual and composite quality measure targeted at population health. In 2016, the initial year of measurement, MetroHealth achieved an Aggregate ACO Quality Score of [redacted]sing the following table.

1. Population Health: All adult population primary care individual metric goals:

Metric	Definition	2016 Baseline	Minimum	Target	Maximum
[redacted]					

Scoring: 1 point for Threshold
2 points for Target
3 points for Stretch

For 2017, management recommends [redacted] improvement in Aggregate ACO Quality Score over 2016 at the minimum, target, and maximum levels. This would equate to a score of [redacted] in Aggregate ACO Quality Score for 2017.

4. **COMMUNITY AND DIVERSITY (20%) – Diverse and Local Construction Spend (15%) and Community Engagement (5%)** – We propose to continue the focus on the percentage of design, engineering and construction aggregate spend for projects that originated in year or later to companies with diversity designation including: Minority business enterprise (MBE), Small business enterprise (SBE), and Female business enterprise (FBE).

In recommending the various metrics, management has evaluated the levels of performance over the past 3 years. The table below reflects annual gains in the number of unique patients and the % Gain for 2011 through 2016, and the average for the six years.

	2014	2015	2016		Average
Community Spend	[redacted]				

For 2017, management recommends [redacted] Diverse and Local Construction Spend performance at the minimum, target, and maximum levels. This is not a change from 2016 levels of performance, as current achievement in considered Best-in-Class.

Management Proposes to introduce a Community Engagement goal to focus on working collaboratively with community groups to address issues that impact the well-being of those groups. With the creation of the Board Community Engagement Committee, three distinct projects, each building on the success of the proceeding were developed. The three projects are:

- Community Needs Assessment;
- Needs Gap Analysis;
- Identifying 5 Top Priorities for next 3 years

For 2017, management recommends successful completion of [redacted] Community Engagement Projects as performance at the minimum, target, and maximum levels.

5. **EFFICIENCY & PATIENT ENGAGEMENT (20%) – Call Center Service Level (10%) and Clinician and Group Consumer Assessment of Healthcare Providers and Systems (CGCAHPS) Score (10%)** – We propose to continue the focus the improving our service delivery efforts through our call center to facilitate and enhance consumer interactions with MetroHealth.

In recommending the various metrics, management has evaluated the levels of performance over the past year. The graph below demonstrates unacceptable service level performance from December 2015 through August 2016, which ranged between [redacted] telephone answer rate within 60 seconds. During the last three months, MetroHealth has achieved a service rate of [redacted] telephone answer rate within 60 seconds.

[redacted]

As a result of this significant improvement, and in an effort to continue to elevate customer experience, management proposes to reset the service rate definition for telephone answering within 60 seconds to within 30 seconds. Analysis of our service level using this new definition during the fourth quarter of 2016 is [redacted]

For 2017, management recommends [redacted] improvement of service performance at the minimum, target, and maximum levels. This would equate to [redacted] service performance at 30 seconds at the minimum, target, and maximum levels.

Starting in 2014, MetroHealth has made accelerating progress towards population health as the cornerstone of its long term strategy for community and business success. The fundamental reinvention of care, is predicated on improving geographic access to care for patients, so as to diminish obstacles to care, such as transportation and unfamiliarity with neighborhood.

Since 2011, we have experienced a [redacted] increase in the total number of outpatient visits. The number of visits performed on the Main Campus has remained virtually unchanged, with 100% of the growth coming from outlying facilities. In 2017, we expect a [redacted] increase in outpatient visits over 2016, with the vast majority of this increase coming from outlying facilities. The graph below illustrates these changes.

[redacted]

It is clear that the patient experience is, therefore, shaped by the frequent interactions of the over [redacted] outpatient visits, rather than the [redacted] inpatient encounters. Accordingly, management proposes to focus on patient experience during these visits.

In 2011, CMS launched a Physician Compare website and currently provides a directory of providers in their communities and includes quality measures and patient experience measures for the physician office setting. Much like the Hospital Compare website, the Physician Compare website provides viewers with information to allow them to make informed decisions on where to receive care based on feedback strictly on physicians.

The Clinician and Group Consumer Assessment of Healthcare Providers and Systems (CG CAHPS) survey is a standardized tool to measure patients' perception of care provided by physicians in an office setting. Another way to think of CGCAHPS is like a "sister" survey to the more well-known HCAHPS survey. The rating scale is still 0-10 where 9's and 10's will be evaluated in terms of a top box score.

The organization-wide CGCAHPS top-box score (9's and 10's make up the top box score) was [redacted] in 2016 for Recommend Provider.

For 2017, management recommends [redacted] improvement organization-wide CGCAHPS top-box score compared to 2016 at the minimum, target, and maximum levels. This would equate to [redacted] Recommend Provider Top-box at the minimum, target, and maximum levels.

2017 Goal / Measure	Weight	Performance Level Minimum (50%)	Target (100%)	Maximum (150%)	2016 ACTUAL
Financial (20%)		[redacted]			
1. Increase in Adjusted EBIDA[1] over 2016 ($ thousands)	20%				
Strategic (20%)					
1. Gain Unique Patients	10%				
2 Gain in Unique Lives in Risk Contracts[2]	10%				
Quality (20%)					
1. Improve CMS Star Rating[3]	10%				
2 Improve Aggregate ACO Quality Score[4]	10%				
Community & Diversity (20%)					
1. Diverse & Local Construction Spend[5]	15%				
2. Complete Community Engagement[6]	5%				
Efficiency & Engagment (20%)					
1. Improve Call Center Service Level @ 30 seconds	10%				
2 Improve CGCAHPS Recommend Provider Top-box Sco	10%				

1 Plan includes a "trigger" equal to the minimum EBIDA improvement (after incentives). Adjusted EBIDA Excludes Board-approved non-recurring charges including one-time investment and transitional costs relating to new services, programs, and initiatives and the GASB 68 Pension

2 Includes all attributable lives under Risk arrangements, including Total Cost of Care and two-sided risk arrangements.

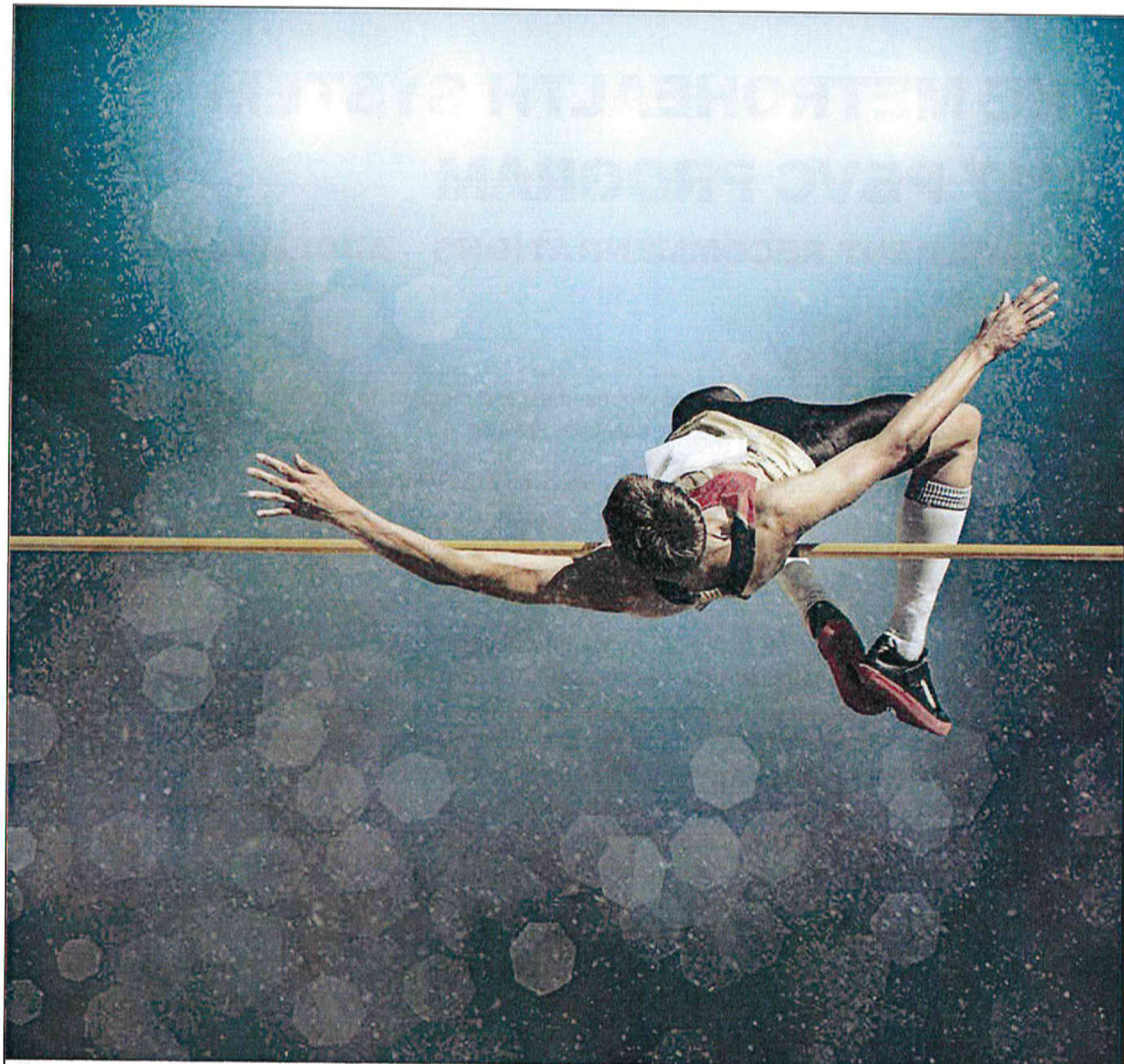
3 CMS Star Rating as published on medicare.gov/hospitalcompare website and updated quarterly during 2017.

4 All adult population primary care aggregate ACO metric ([redacted]

5 Aggregate design, engineering and construction spend that was originated in 2016 or later to companies with diversity designation including: Minority business enterprise (MBE),Small business enterprise (SBE), and Female business enterprise (FBE).

6 Complete any number of the following projects: Community Needs Assessment; Needs Gap Analysis; Identifying 5 Top Priorities for next 3 years.

EXHIBIT 9



THE METROHEALTH SYSTEM 2017 PBVC PROGRAM

MANAGEMENT RECOMMENDATIONS - ADDENDUM

CONFIDENTIAL – TRADE SECRETS – NOT FOR DISTRIBUTION

The following report is proprietary information and constitutes trade secrets of The MetroHealth System and may not be disclosed in whole or in part to any external parties without the express consent of The MetroHealth System.

This document is intended for use by the Board of Trustees for internal discussion.

THE METROHEALTH SYSTEM
2017 PBVC PROGRAM
MANAGEMENT RECOMMENDATIONS – ADDENDUM

CURRENT PROPOSAL

In mid-February 2017, management proposed several changes to the PBVC program for 2017. These changes to the program structure are delineated below.

1. **Metrics to focus on year-over-year improvements** – Progressive annual improvements are critical to institutionalizing a culture of performance. Continuity of the majority of metrics for several years, and focus on year-over-year improvement is more likely to create sustainable culture of performance.

2. **Expand the minimum to maximum range from 80-120% to 50-150%** – During the initial years of the program, concern was voiced for the efficacy of the program, and thus the range of performance was deliberately constrained. The past 4 years have unequivocally demonstrated that the program has become a very important driver to MetroHealth's success, as well as driving additional value to the community. Management recommends expanding the range of performance level to better correlate to actual achievement.

3. **Change from step-wise measurements to sliding scale** – 2013 through 2016, achievement was measured at threshold-value for each of the minimum, target, and maximum levels. For example if a goal was determined to be 500, 1,000, and 1,500 at minimum, target, and maximum levels, and actual performance was 950, then achievement is recognized at the minimum level. Management recommends using a sliding scale (e.g., achievement would be measures at 950/1,000, or 95%).

4. **Most senior executives (SVP, EVP, and CEO) would all use the same performance metrics for evaluation, but have different weights** – Previously, the SVP and EVP group performance was measured at 70% institutional metrics and 30% personal metrics. With the proposed change, the institutional goals would be equally weighed for the CEO, and would emphasize specific areas of responsibility for the CEO's direct reports. For example, quality metrics would account 40% for the Chief Quality Officer, while each remaining metrics weighted at 15%, each.

5. **Cap Executive Pay** - Previously, individual executive compensation was capped at 105% of the 75th percentile. Management proposes changing executive compensation cap to the 90th percentile of peer group.

In addition, management proposed the following metrics for 2017.

1. **Financial (20%) – Adjusted EBIDA (Earnings Before Interest, Depreciation, and Amortization)** – We propose to move away from Adjusted Income to Adjusted EBIDA. This metric will assess the amount of funds available for debt payment, which is critically important relative to the MetroHealth Transformation.

   EBIDA performance would be adjusted to exclude:

   a. GASB 68 pension income / (expenses) which is recorded on an annual basis using the results from the OPERS actuary reports. In Ohio, employer contributions to the State's cost-sharing multi-employer retirement systems are established by statute. These contributions, are payable to the retirement systems one month in arrears and constitute the full legal claim on the System for pension funding. Although the liabilities recognized under GASB 68 meet the GASB's definition of a "liability" in its conceptual framework for accounting standards, they do not represent legal claims on the System's resources, and there are no cash flows associated with the recognition of net pension liabilities, deferrals and expense.

   b. Board-approved non-recurring charges including one-time investment and transitional costs relating to new services, programs, and initiatives.

   In recommending the various metrics, management has evaluated the levels of performance over the past 6 years. The table below reflects annual adjusted EBIDA and adjusted EBIDA margin for 2011 through 2016, and the average for the six years.

Exclude GASB 68 Pension	2011	2012	2013	2014	2015	2016	Average
Adjusted EBIDA	[redacted]						
Adj. EBIDA Margin							

For 2017, management recommends a [redacted] improvement over 2016 performance at the minimum, target, and maximum levels. This would equate to [redacted] million in EBIDA at the minimum, target, and maximum levels, and [redacted] million in adjusted operating income at the minimum, target, and maximum levels.

2. **STRATEGIC (20%) – Gain in Unique Patients (10%) and Gain in Unique Lives in Risk Contracts (10%)** – We propose to continue the focus on the number of patients served by MetroHealth during the calendar year (System Unique

Patients). This metric appropriately measures community reach and dependence on MetroHealth, especially in a county with a stable population.

In recommending the various metrics, management evaluated performance over the past 6 years. The table below reflects annual gains in the number of unique patients and the % Gain for 2011 through 2016, and the average for the six years.

	2011	2012	2013	2014	2015	2016	Average
Gain in Unique Patients	[redacted]						
% Gain							

For 2017, management recommends [redacted] in Unique Patients over 2016 performance at the minimum, target, and maximum levels. This would equate to [redacted] gain in unique patients served at the minimum, target, and maximum levels.

The number of Unique Lives in Risk Contracts measures MetroHealth's progress in aligning reimbursement models with the population health commitment. This is a new performance measure. Management has evaluated the levels of performance in 2016, which includes Unique Lives in CMS MSSP program [redacted], CareSource Total Cost of Care Contract [redacted], MetroHealth Employee ACO ([redacted] and Cle-Care [redacted]. Thus, the 2016 base is [redacted] Unique Lives in Risk Contracts.

For 2017, management recommends [redacted] Gain in Unique Lives in Risk Contracts over 2016 performance at the minimum, target, and maximum levels. This would equate to [redacted] gain in attributed unique lives in risk contracts at the minimum, target, and maximum levels.

3. **QUALITY (20%) – Improvement in CMS Star Rating (10%) and Improvement in Aggregate ACO Quality Score (10%)** – We propose to continue the focus on external benchmarking of overall quality using CMS Overall Hospital Quality Star Rating.

In recommending the various metrics, management has evaluated the levels of performance in 2016, which was the first year of the program. MetroHealth achieved a 1-Star rating, initially, and has received data which indicates that the improvements made should culminate in [redacted] rating.

For 2017, management recommends an improvement of [redacted] CMS Overall Hospital Quality Star Rating over 2016 initial performance at the minimum, target, and maximum levels. This would equate to [redacted] achievement in CMS Overall Hospital Quality Star Rating during 2017.

In addition, we are recommending continued focus on Aggregate ACO Quality Score, which represents 20 individual and composite quality measure targeted at population health. In 2016, the initial year of measurement, MetroHealth achieved an Aggregate ACO Quality Score of 20 using the following table.

1. Population Health: All adult population primary care individual metric goals:

[redacted]

Scoring: 1 point for Threshold
2 points for Target
3 points for Stretch

For 2017, management recommends [redacted] mprovement in Aggregate ACO Quality Score over 2016 at the minimum, target, and maximum levels. This would equate to a score of [redacted] in Aggregate ACO Quality Score for 2017.

4. **COMMUNITY AND DIVERSITY (20%) – Diverse and Local Construction Spend (15%) and Community Engagement (5%)** – We propose to continue the focus on the percentage of design, engineering and construction aggregate spend for projects that originated in year or later to companies with diversity designation including: Minority business enterprise (MBE), Small business enterprise (SBE), and Female business enterprise (FBE).

In recommending the various metrics, management has evaluated the levels of performance over the past 3 years. The table below reflects annual gains in the number of unique patients and the % Gain for 2011 through 2016, and the average for the six years.

	2014	2015	2016		Average
Community Spend	[redacted]				

For 2017, management recommends [redacted] Diverse and Local Construction Spend performance at the minimum, target, and maximum levels. This is not a change from 2016 levels of performance, as current achievement in considered Best-in-Class.

Management Proposes to introduce a Community Engagement goal to focus on working collaboratively with community groups to address issues that impact the well-being of those groups. With the creation of the Board Community Engagement Committee, three distinct projects, each building on the success of the proceeding were developed. The three projects are:

- Community Needs Assessment;
- Needs Gap Analysis;
- Identifying 5 Top Priorities for next 3 years

For 2017, management recommends successful completion of 1, 2, and 3 Community Engagement Projects as performance at the minimum, target, and maximum levels.

5. **EFFICIENCY & PATIENT ENGAGEMENT (20%) – Call Center Service Level (10%) and Clinician and Group Consumer Assessment of Healthcare Providers and Systems (CGCAHPS) Score (10%)** – We propose to continue the focus the improving our service delivery efforts through our call center to facilitate and enhance consumer interactions with MetroHealth.

In recommending the various metrics, management has evaluated the levels of performance over the past year. The graph below demonstrates unacceptable service level performance from December 2015 through August 2016, which ranged between [redacted] telephone answer rate within 60 seconds. During the last three months, MetroHealth has achieved a service rate of [redacted] telephone answer rate within 60 seconds.

[redacted]

As a result of this significant improvement, and in an effort to continue to elevate customer experience, management proposes to reset the service rate definition for telephone answering within 60 seconds to within 30 seconds. Analysis of our service level using this new definition during the fourth quarter of 2016 is [redacted]

For 2017, management recommends [redacted] improvement of service performance at the minimum, target, and maximum levels. This would equate to [redacted] service performance at 30 seconds at the minimum, target, and maximum levels.

Starting in 2014, MetroHealth has made accelerating progress towards population health as the cornerstone of its long term strategy for community and business success. The fundamental reinvention of care, is predicated on improving geographic access to care for patients, so as to diminish obstacles to care, such as transportation and unfamiliarity with neighborhood.

Since 2011, we have experienced a [redacted] increase in the total number of outpatient visits. The number of visits performed on the Main Campus has remained virtually unchanged, with 100% of the growth coming from outlying facilities. In 2017, we expect a [redacted] increase in outpatient visits over 2016, with the vast majority of this increase coming from outlying facilities. The graph below illustrates these changes.

[redacted]

It is clear that the patient experience is, therefore, shaped by the frequent interactions of the over [redacted] outpatient visits, rather than the [redacted] inpatient encounters. Accordingly, management proposes to focus on patient experience during these visits.

In 2011, CMS launched a Physician Compare website and currently provides a directory of providers in their communities and includes quality measures and patient experience measures for the physician office setting. Much like the Hospital Compare website, the Physician Compare website provides viewers with information to allow them to make informed decisions on where to receive care based on feedback strictly on physicians.

The Clinician and Group Consumer Assessment of Healthcare Providers and Systems (CG CAHPS) survey is a standardized tool to measure patients' perception of care provided by physicians in an office setting. Another way to think of CGCAHPS is like a "sister" survey to the more well-known HCAHPS survey. The rating scale is still 0-10 where 9's and 10's will be evaluated in terms of a top box score.

The organization-wide CGCAHPS top-box score (9's and 10's make up the top box score) was [redacted] 2016 for Recommend Provider.

For 2017, management recommends [redacted] improvement organization-wide CGCAHPS top-box score compared to 2016 at the minimum, target, and maximum levels. This would equate to [redacted] Recommend Provider Top-box at the minimum, target, and maximum levels.

2017 Goal / Measure	Weight	Performance Level			
		Minimum (50%)	Target (100%)	Maximum (150%)	2016 ACTUAL
Financial (20%)		[redacted]			
1. Increase in Adjusted EBIDA[1] over 2016 ($ thousands)	20%				
Strategic (20%)					
1. Gain Unique Patients	10%				
2 Gain in Unique Lives in Risk Contracts[2]	10%				
Quality (20%)					
1. Improve CMS Star Rating[3]	10%				
2 Improve Aggregate ACO Quality Score[4]	10%				
Community & Diversity (20%)					
1. Diverse & Local Construction Spend[5]	15%				
2. Complete Community Engagement[6]	5%				
Efficiency & Engagment (20%)					
1. Improve Call Center Service Level @ 30 seconds	10%				
2 Improve CGCAHPS Recommend Provider Top-box Sco	10%				

1 Plan includes a "trigger" equal to the minimum EBIDA improvement (after incentives). Adjusted EBIDA Excludes Board-approved non-recurring charges including one-time investment and transitional costs relating to new services, programs, and initiatives and the GASB 68 Pension

2 Includes all attributable lives under Risk arrangements, including Total Cost of Care and two-sided risk arrangements.

3 CMS Star Rating as published on medicare.gov/hospitalcompare website and updated quarterly during 2017.

4 All adult population primary care aggregate ACO metric [redacted]

5 Aggregate design, engineering and construction spend that was originated in 2016 or later to companies with diversity designation including: Minority business enterprise (MBE),Small business enterprise (SBE), and Female business enterprise (FBE).

6 Complete any number of the following projects: Community Needs Assessment; Needs Gap Analysis; Identifying 5 Top Priorities for next 3 years.

SEPARATION OF FUNDING AND PERFORMANCE METRICS

Following discussion with several Board members since the issuance of management's proposed changes to the PBVC program for 2017 in mid-February, it became clear that there are two distinct elements of the program that when intermixed cause confusion.

For the sake of clarity, management proposes a separation of the funding and performance metrics. The **FUNDING METRIC** would determine the level of performance that management needs to meet its obligation to financial roadmap for organization success. This metric would serve as the on-off switch for the PBVC, as well as determine the amount available for distribution. The **PERFORMANCE METRICS,** as discussed in the preceding pages, would determine how the funds are distributed based on the achievements.

1. **Funding Metric** – Management proposes the funding metric used is Adjusted EBIDA. This metric will assess the amount of funds available for debt payment, which is critically important relative to the MetroHealth Transformation.

2. **Trigger for funding of PBVC program** – Management proposes that the PBVC program is funded ONLY after management has achieved the budgeted EBIDA of $66 million, which approximates investment grade EBIDA at BBB- rating and is $7 million improvement over 2016 EBIDA.

3. **Minimum funding of PBVC program** – Management proposes to fund the PBVC program at 50% share between $66 million to $70 million of EBIDA ($2 million in total PBVC awards).

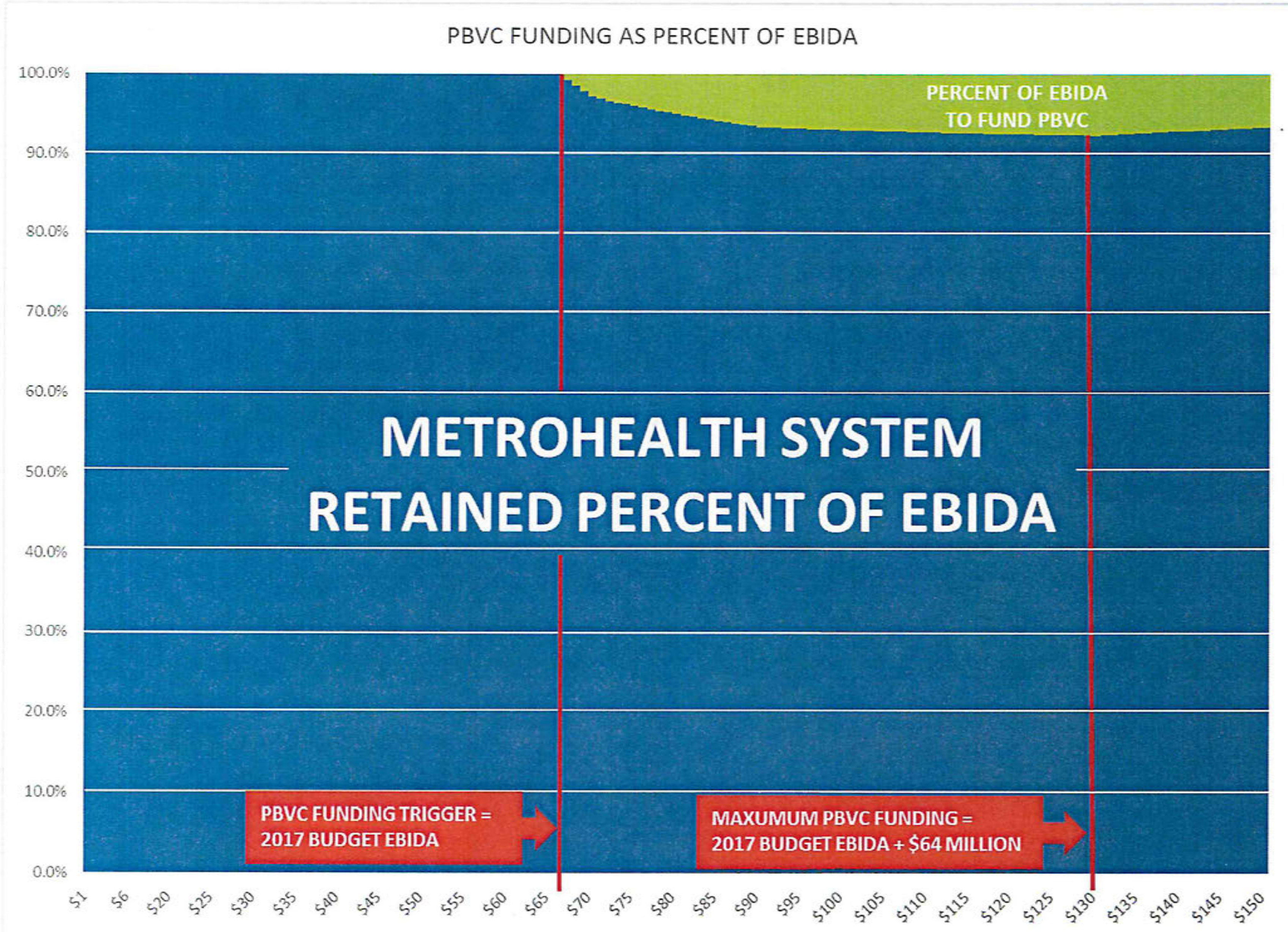
4. **Additional funding of PBVC program** – Management proposes to continue funding of the PBVC program at 20% share between $70 million to $100 million of EBIDA, and at 10% share between $100 million to $130 million of EBIDA

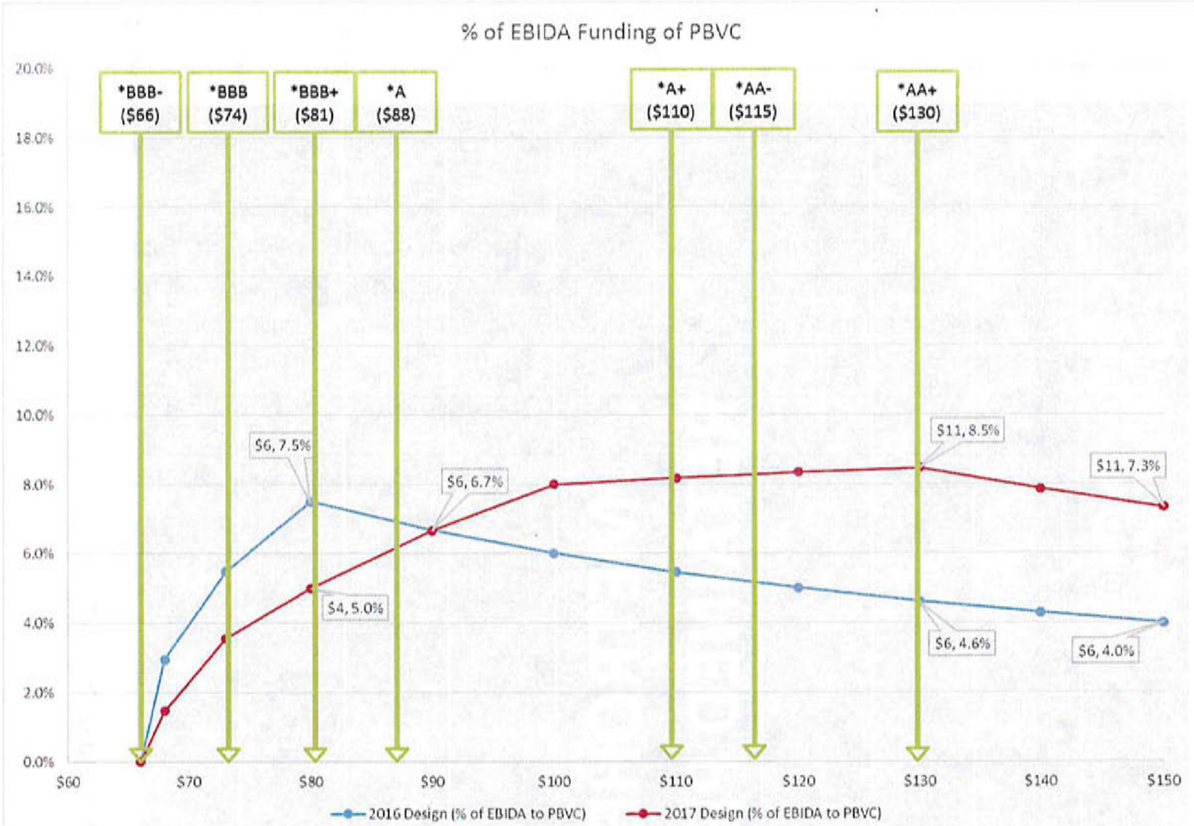
5. **Maximum funding of PBVC program** – Management proposes to cap funding of the PBVC program at $130 million of EBIDA, which approximates EBIDA at AA+ rating, with MetroHealth retaining 100% of EBIDA above $130 million.

See illustrative charts on next two pages. The first chart illustrates how the proposed model would impact the portion of EBIDA that is retained by MetroHealth vs. that used to fund the PBVC. It also indicates the threshold level of performance (trigger) and the maximum award. The second chart compares the current (2016 Design) and the proposed (2017 Design) funding, and benchmarks performance against S&P 2015 Medians* at various rating levels.

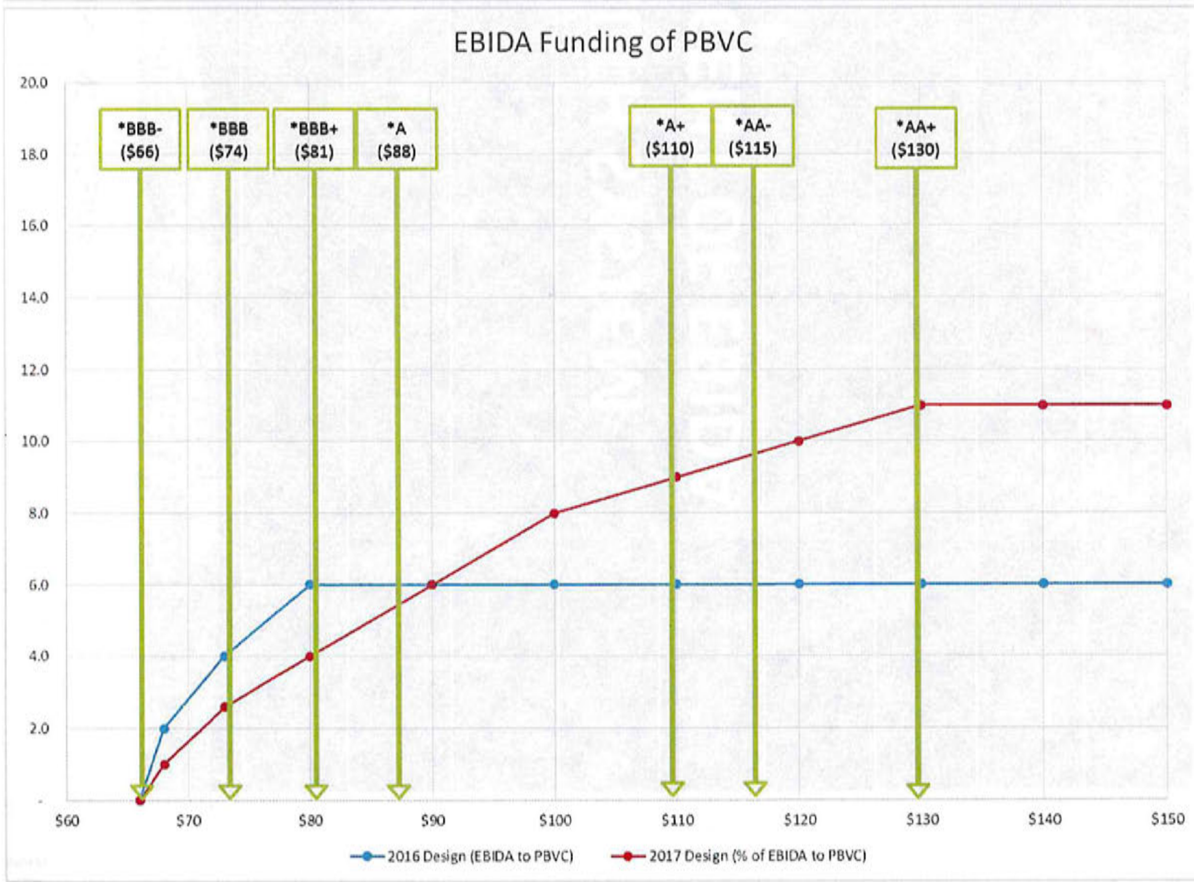
You will note that the funding in the proposed model begins once performance has reached investment grade achievement (BBB-) and increases along the benchmarks to a maximum is delayed, so that management has to achieve $10 million more in EBIDA to achieve the same level as the current design.

*EBIDA is calculated by using S&P 2015 Not-For-Profit Acute Stand-Alone Hospital Median Operating margin (%) + MH budgeted interest & depreciation ($50


PBVC FUNDING AS PERCENT OF EBIDA
100.0%
90.0%
80.0%
70.0%
60.0%
50.0%
40.0%
30.0%
20.0%
10.0%
0.0%
PERCENT OF EBIDA TO FUND PBVC
METROHEALTH SYSTEM RETAINED PERCENT OF EBIDA
PBVC FUNDING TRIGGER = 2017 BUDGET EBIDA
MAXUMUM PBVC FUNDING = 2017 BUDGET EBIDA + $64 MILLION
$1 $6 $20 $25 $30 $35 $40 $45 $50 $55 $60 $65 $70 $75 $80 $85 $90 $95 $100 $105 $110 $115 $120 $125 $130 $135 $140 $145 $150



*EBIDA is calculated by using S&P 2015 Not-For-Profit Acute Stand-Alone Hospital Median Operating margin (%) + MH budgeted interest & depreciation ($50)



To further illustrate the difference and interplay between Funding Metrics and Achievement metrics, we have created the following examples.

EXAMPLE 1

Assumptions

- 2017 adjusted EBIDA is calculated at $80 million
- 2017 Achievement metrics composite equals 110% of target

Outcomes

- The PBVC is funded at $4 million which equals the maximum available distribution at 150% of target.
- Since achievement composite equals 110% of target, only $2.93 million is distributed by the program [$4 / 150% * 110% = $2.93].
- This results in an EBIDA retained by MetroHealth of $77.07 (96.3%) and the PBVC program is funded at $2.93 (3.7%).

EXAMPLE 2

Assumptions

- 2017 adjusted EBIDA is calculated at $100 million
- 2017 Achievement metrics composite equals 90% of target

Outcomes

- The PBVC is funded at $8 million which equals the maximum available distribution at 150% of target.
- Since achievement composite equals 90% of target, only $4.8 million is distributed by the program [$8 / 150% * 90% = $4.8].
- This results in an EBIDA retained by MetroHealth of $95.2 (95.2%) and the PBVC program is funded at $4.8 (4.8%).

EXAMPLE 3

Assumptions

- 2017 adjusted EBIDA is calculated at $140 million
- 2017 Achievement metrics composite equals 120% of target

Outcomes

- The PBVC is funded at the maximum of $11 million which equals the maximum available distribution at 150% of target.
- Since achievement composite equals 120% of target, only $8.8 million is distributed by the program [$11 / 150% * 120% = $8.8]
- This results in an EBIDA retained by MetroHealth of $131.2(93.9%) and the PBVC program is funded at $8.8 (6.1%).

2017 Proposed program				
Adjusted EBIDA	EBIDA Retained by MH	EBIDA funding of PBVC	% of EBIDA Retained by MH	% of EBIDA funding of PBVC
$1 to $66	$1 to $66	$0.0	100.0%	0.0%
$68.0	$67.0	$1.0	98.5%	1.5%
$70.0	$68.0	$2.0	97.1%	2.9%
$75.0	$72.0	$3.0	96.0%	4.0%
$80.0	$76.0	$4.0	95.0%	5.0%
$85.0	$80.0	$5.0	94.1%	5.9%
$90.0	$84.0	$6.0	93.3%	6.7%
$95.0	$88.0	$7.0	92.6%	7.4%
$100.0	$92.0	$8.0	92.0%	8.0%
$105.0	$96.5	$8.5	91.9%	8.1%
$110.0	$101.0	$9.0	91.8%	8.2%
$115.0	$105.5	$9.5	91.7%	8.3%
$120.0	$110.0	$10.0	91.7%	8.3%
$125.0	$114.5	$10.5	91.6%	8.4%
$130.0	$119.0	$11.0	91.5%	8.5%
$135.0	$124.0	$11.0	91.9%	8.1%
$140.0	$129.0	$11.0	92.1%	7.9%
$145.0	$134.0	$11.0	92.4%	7.6%
$150.0	$139.0	$11.0	92.7%	7.3%

EXHIBIT 10

PERFORMANCE BASED VARIABLE COMPENSATION PROGRAM

MANAGEMENT RECOMMENDATION FOR FUNDING 2018

July 20, 2018

2018

MetroHealth

RECOMMENDATION TO EXEC COMMITTEE

- Change financial metrics for Minimum-Target-Maximum for PBVC for 2018 from $54-$81-$107 million to $66-$88.5-$111 million
- Reduce PBVC funding tiers from 30%-20%-10%-0% to 25%-17.5%-10%-0%
- Postpone PBVC funding tiers from Ratings of BBB- to BBB+; from BBB+ to A-; and from A to AA-
- Utilize New Combined NFP-PH Peer Group

RECOMMENDATION TO EXEC COMMITTEE

- Maintain CEO and CEO-direct reports base compensation at July 2017 levels through end of 2019.
  - Exceptions will be documented and provided to BOT (e.g., change of scope)
- Move to Move to 3-year class vesting for 457(f) plan instead of 3-year block vesting and reduce the annual allocation to reflect the overlapping cycles
- Review proposals for providing employer-paid long-term disability benefit for CEO and Executive VPs (4 individuals)
- Eliminate 90th percentile cap on total cash compensation
- Inform BOT of compensation levels for all of the CEO direct reports

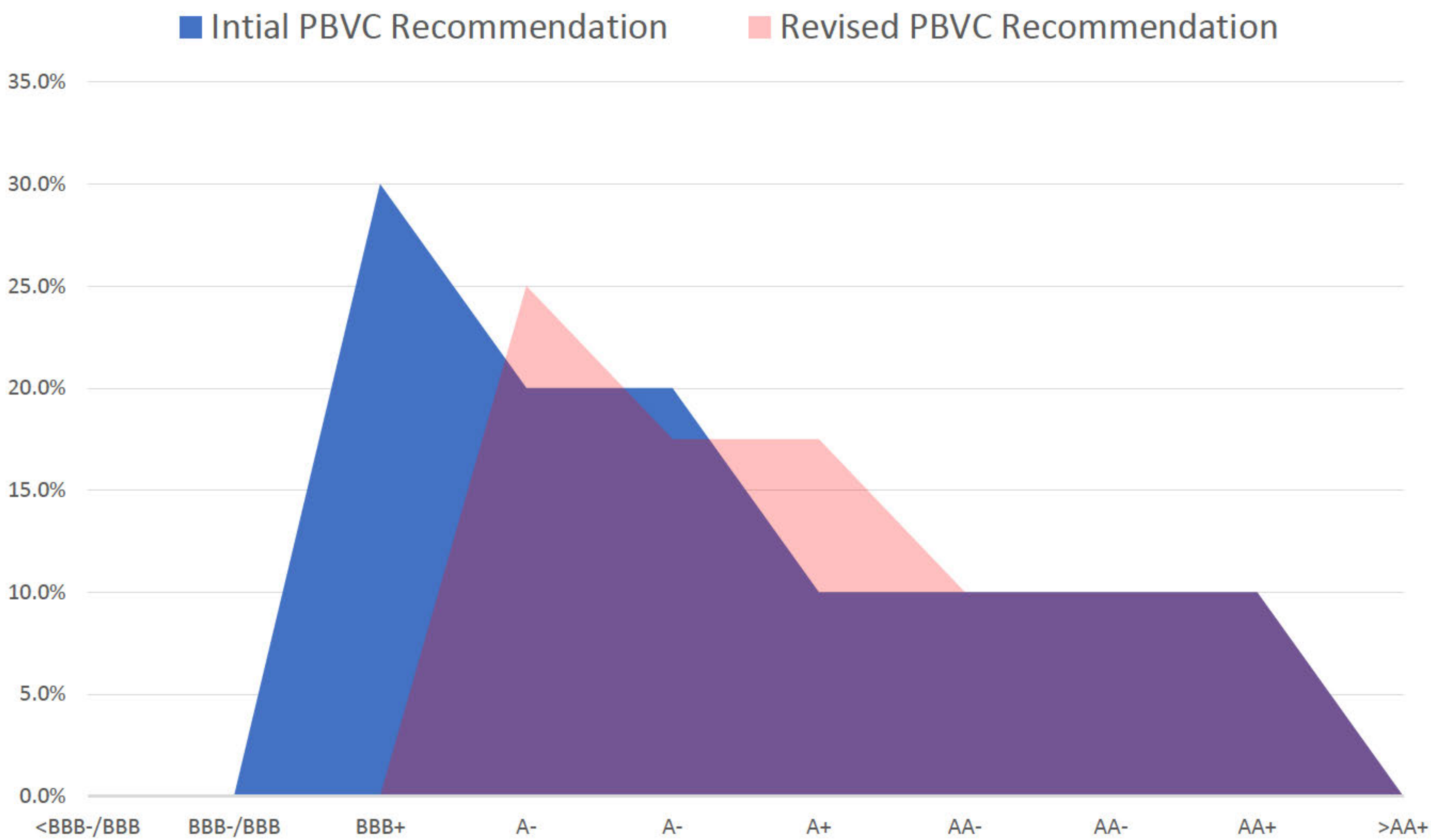
2018 GOALS – CEO RECOMMENDED CHANGE

	2018 Goal / Measure	Weight	Performance Level: Minimum (50%)	Performance Level: Target (100%)	Performance Level: Maximum (150%)		2017 ACTUAL
CURRENT	**Financial (20%)** **1. Adjusted EBIDA**[1] ($ thousands)	20%	[redacted]				
PROPOSED	**Financial (20%)** **1. Adjusted EBIDA**[1] ($ thousands)	20%					
	S&P NFP HEALTH SYSTEM MEDIANS 082017						

FUNDING TRIGGER & BENCHMARKS

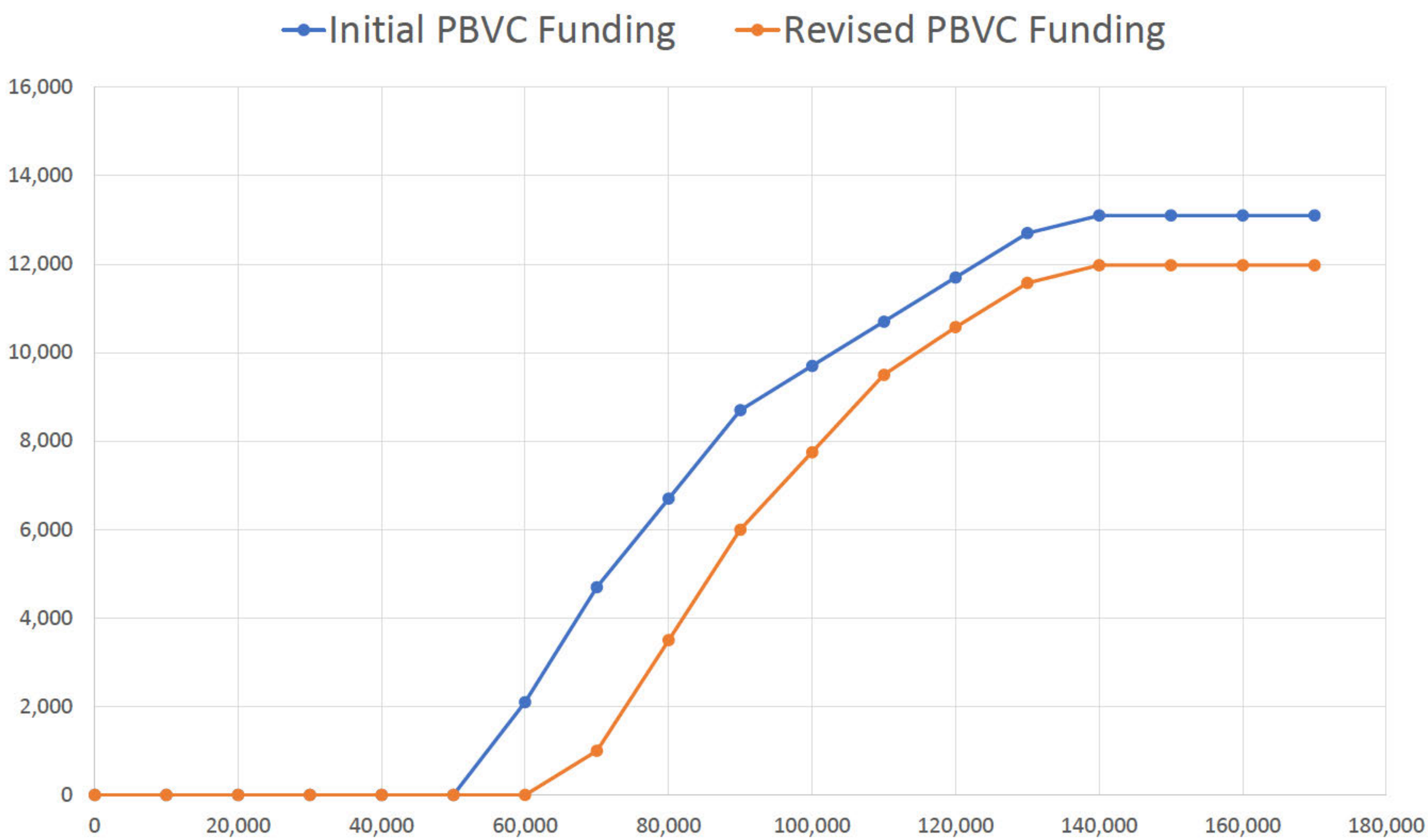
- Move PBVC Funding Trigger
  - Delay from BBB- to BBB+ ($54 to $66 million) Operating EBIDA Margin (%), which approximates $66 million required for Debt Service is 2023
  - Reduce % PBVC from 30% to 25% for first tier funding
- Move second tier achievement
  - Delay from BBB+ to A- ($67 to $76 million) Operating EBIDA Margin (%) for second tier funding
  - Reduce % PBVC from 20% to 17.5% for second tier funding
- Move third tier achievement
  - Delay from A to AA- ($91 to $111 million) Operating EBIDA Margin (%) for third tier funding
  - Maintain % PBVC at 10% for third tier funding
- Maintain fourth tier at $134 million and 0% funding

2018 REVISED EBIDA RECOMMENDATIONS



MetroHealth

2018 ADJ. EBIDA RECOMMENDATIONS



457F (SERP) RECOMMENDATIONS

- Move to 3-year class year vesting for 457F plan
- Reduce annual accrual to reflect overlapping cycles.
- Example
  - CEO 2018 TCC = $1.2 million
  - 457 funding = 25% X $1.2 million = $300k spread over 3 years

2018	2019	2020	2021	2022	2023	2024	2025
	Award Year	$100k	$100k	$100k			
		Award Year	$100k	$100k	$100k		
			Award Year	$100k	$100k	$100k	
				Award Year	$100k	$100k	$100k
Paid $/ Risk $	**$0k/ $300k**	**$100k/ $500k**	**$200k/ $600k**	**$300k/ $600k**	**$300k/ $600k**	**$300k/ $600k**	**$300k/ $600k**

MetroHealth