

**CHIEF EXECUTIVE OFFICER SERVICES AGREEMENT
BETWEEN
THE HOSPITAL AUTHORITY
OF NASHVILLE AND DAVIDSON COUNTY, TENNESSEE
AND
JOSEPH WEBB, D.Sc., FACHE**

This Employment Agreement (the “Agreement”), dated as of July 31, 2021 (the “Commencement Date”), is by and between the Hospital Authority of Nashville and Davidson County d/b/a Nashville General Hospital at Meharry (the “MNHA”), and Joseph Webb, D.Sc., FACHE (“Dr. Webb” or “CEO”). The MNHA and Dr. Webb may collectively be referred to as the “Parties” and sometimes individually as a “Party”.

RECITALS

MNHA seeks to continue to retain Dr. Webb to serve as its Chief Executive Officer and to oversee the administration of Nashville General Hospital (“NGH”), an acute care delivery system that is an instrumentality of the Hospital Authority of the Metropolitan Government of Nashville and Davidson County, Tennessee. NGH, as an entity of the MNHA, is exempt from federal income tax and exists to provide acute and outpatient care services to the Metropolitan Nashville community.

Dr. Webb has served as the MNHA’s CEO since January 2015 and the Parties desire to memorialize their understanding regarding his continued employment, with this Agreement expressly superseding the Parties’ prior Employment Agreement dated June 15, 2018 as of the Commencement Date, as amended.

Now, therefore, in consideration of the mutual promises contained herein and for other good and sufficient consideration, the receipt of which is mutually acknowledged, the Parties hereto agree as follows:

1. **Scope of Agreement.** Pursuant to this Agreement, the MNHA seeks to continue to employ Dr. Webb as its CEO reporting directly to the full Board of Trustees of the MNHA (the “Board”) and/or its designees as may be appointed from time-to-time. As the MNHA’s CEO, Dr. Webb will faithfully, industriously and to the best of his abilities, and consistent with his fiduciary obligations owed to the MNHA, perform all of the duties that may be required of him by virtue of his position as CEO, including those duties set forth in Section 2 of this Agreement, the MNHA’s bylaws and in policy statements of the Board. Dr. Webb will have and shall perform any special duties which the Board assigns or delegates to him. Dr. Webb furthermore shall devote his entire professional time and attention to the business of the MNHA; provided, however, that Dr. Webb shall not be prohibited from either (i) participating in charitable, civic, educational, professional, community, or industry affairs; or (ii) with prior written approval of the Board, serving on other Boards of Directors or Advisory Boards or holding part-time academic appointments beneficial to the reputation of the MNHA, in each case so long as such activities do not interfere with the performance of his duties hereunder or create a potential conflict of interest or the appearance thereof.

2. **Specific Responsibilities of the CEO.** Without limitation, Dr. Webb agrees to perform the following duties, each under and pursuant to the direction of the Board:
 - a. Function as CEO of the MNHA, exercising skill, diligence and expertise consistent with health and hospital industry standards, and performing all duties and responsibilities typically associated with the highest-ranking executive employee of the MNHA;
 - b. Provide general management and control over the divisions of the MNHA and NGH;
 - c. Supervise all other executives who report directly to him and, as necessary, make decisions with respect to the hire of such executives;
 - d. Oversee compliance with all applicable federal, state, and local laws and regulations governing the MNHA and NGH, and comply with any and all applicable federal, state, and local laws and regulations;
 - e. Implement the strategic directives of the Board;
 - f. Strictly comply with all Metropolitan Code of Laws provisions and all Executive Orders of the Mayor of the Metropolitan Government of Nashville and Davidson County with regard to employee ethics and/or conflicts of interest, including, without limitation, any and all requirements for financial disclosures, and promptly report any potential or actual conflicts of interest to the Chair of the Board before engaging in any such potential or actual conflicted activity; and
 - g. Exercise any and all other powers and duties as may be authorized by the Board, the bylaws of the MNHA, and applicable law.
3. **Compensation.** For the initial year following the Commencement Date (fiscal year 2022 for the MNHA), the MNHA agrees to pay Dr. Webb the same base salary of \$479,825.50 that he was receiving, on a pro-rated basis, as of June 30, 2021. For each subsequent fiscal year (each, a “FY”) during the Term of this Agreement (as defined in Section 4 below), and following the Board’s annual review of Dr. Webb’s performance, Dr. Webb’s base salary may be increased, but not decreased, in accordance with Sections 3(b) and 3(c) below. The Parties intend that this annual review will occur during the first two months following the conclusion of each FY (i.e., July and August) and be completed by August 31 of each year for the preceding FY, and shall be for, among other things, the express purpose of considering an increase to Dr. Webb’s base salary and revisions to his incentive targets as set forth in subpart 3(c) below. All salary will be payable in accordance with the payroll policies of NGH and shall be less applicable deductions and withholdings as required by applicable law. In addition to the foregoing, Dr. Webb’s compensation package shall include the following:
 - a. Dr. Webb shall receive thirty (30) days of paid vacation per FY, which shall be used in his discretion provided that such use does not materially interfere with his obligations to the MNHA. Dr. Webb also shall receive sick leave accrued at the rate

of one (1) day per month, and will be entitled to paid time off for holidays consistent with the MNHA policy.

- b. At any time that the Metropolitan Government provides such funding for all NGH employees to receive raises in any FY, then the MNHA will provide Dr. Webb with a matching cost of living raise. For example, if in FY 2022, the Metropolitan Government authorizes, through its budgeting process, that the MNHA may increase by two percent (2%) the salaries of its employees, the MNHA will increase Dr. Webb's salary by two percent (2%) (the "Metro Authorized Raise").
- c. In addition to his base salary and any annual increases provided for above, starting as of the Commencement Date and at the start of each ensuing FY, the MNHA Board, following its review of Dr. Webb's performance for the prior FY, may increase Dr. Webb's base salary up to ten percent (10%), inclusive of subsection (b) above, of his then current base salary provided that he substantially achieves the performance milestones established by the Board for the preceding FY. For each FY, including FY 2022, the Board will establish performance milestones in its discretion and communicate such milestones to Dr. Webb. The performance milestones shall be established as early in each FY as is practicable but in no event later than the end of the first quarter of such FY. Furthermore, the Board's consideration of whether Dr. Webb shall receive an incentive bonus and in what amount shall be in its discretion based on its evaluation of whether some or all of the performance milestones set forth for that FY have been achieved.
- d. Dr. Webb shall be eligible to participate in any and all fringe benefits offered to regular, full-time employees of the MNHA, including by way of example, retirement, major medical insurance, and life insurance, in each case, subject to the terms and conditions (including, without limitation, the eligibility criteria) of each such plan or program. Nothing within this Section 3(d), however, shall obligate the MNHA to offer any particular kind of benefit plan or program at any time during the Term.
- e. To the extent permitted by applicable law, the MNHA will provide Dr. Webb with: (1) matching contributions to the 401(a) retirement program maintained by the MNHA; and (2) a supplemental non-qualified deferred retirement plan to permit a deferred contribution of forty-five percent (45%) of Dr. Webb's then current base salary into an annuity.
- f. Dr. Webb shall be permitted to be absent from NGH during working days to attend business and educational meetings and to attend to such outside duties in the healthcare field as such are consistent with Section 1 above and as approved by the Chair of the Board. Attendance at such approved meetings and accomplishment of such approved professional duties will be fully compensated service time and will not be considered vacation time. The MNHA will reimburse Dr. Webb for all reasonable expenses he incurs that are incident to his attendance at approved professional meetings, including networking expenses incurred in furtherance of NGH's interests.

All such reimbursement will be subject to the Chair of the Board's review and approval, and shall be consistent with then applicable policies of the MNHA.

- g. Subject to the prior written approval of the Board Chair as being in the best interests of the MNHA, the MNHA will pay or reimburse Dr. Webb for the costs of dues to professional associations and societies, and such civic or service organizations and clubs of which Dr. Webb is a member.
 - h. The MNHA will provide a monthly perquisite allowance in the amount of One Thousand Three Hundred and 00/100 Dollars (\$1,300.00) for the use of a personal vehicle, which allowance is taxable income to Dr. Webb.
4. **Term.** This Agreement will commence as of the Commencement Date, and subject to the earlier termination provisions of Section 5 below, shall end on June 30, 2024 (the "Term"). By no later than ninety (90) days prior to the expiration of the Term, the Parties will decide whether to continue their employment relationship and either extend this Agreement, subject to any mutually agreed upon amendments hereto, or enter into a new agreement governing the terms of their employment relationship following the expiration of the Term.
5. **Termination.**
- a. **Termination for Convenience by the Board.** The Board may, in its discretion, terminate this Agreement and Dr. Webb's employment hereunder upon ninety (90) days advance written notice, provided that it shall thereafter pay Dr. Webb a severance amount of the lesser of: (i) one year's base salary, or (ii) the amount of remaining base salary left in the Term; in each case, payable in a manner consistent with the normal payroll schedule and practices for its other similarly situated employees, and less any deductions and withholdings. Provided, however, that the Board may request that Dr. Webb work on a remote basis during any such notice period. Such action will require a majority vote of the entire Board and become effective upon written notice to Dr. Webb or at such later time as may be specified in the Board's notice to Dr. Webb. Moreover, the provision of any severance due under this Section 5(a), if any, shall be expressly conditioned on Dr. Webb's delivery and decision not to timely revoke a separation agreement containing a full and general release of all claims in any way arising out of or relating to his employment and the separation from his employment in a form satisfactory to the Board.
 - b. **Termination for Cause by the Board.** The Board, in its discretion and upon a majority vote of the entire Board, may terminate this Agreement immediately by delivering written notice of "Cause" to Dr. Webb, with "Cause" defined as any of the following:
 - i. Dr. Webb is convicted of, or pleads guilty or nolo contendere to, a felony, any crime resulting in death or substantial bodily or psychological harm to, or any act of moral turpitude involving, any person;

- ii. Dr. Webb engages in or knowingly permits any act of embezzlement, fraud, theft, misappropriation, dishonesty, unethical business conduct, disloyalty, or breach of fiduciary duty whether or not against the MNHA or another entity or person;
 - iii. Dr. Webb knowingly engages in conduct demonstrably and materially injurious to the goodwill and reputation of the MNHA;
 - iv. Dr. Webb knowingly engages in conduct which constitutes a violation of the established written policies or procedures of the MNHA regarding the conduct of or relationship with its employees, including, without limitation, any policies regarding anti-discrimination, workplace harassment and/or retaliation;
 - v. Dr. Webb's reporting to or engaging in work under the influence of alcohol or illegal drugs, excepting any reasonable amounts of alcohol or any other legal substance consumed during any NGH-related social event or with respect to any prescribed medication; or
 - vi. Dr. Webb's negligence with respect to the performance of his duties hereunder and/or failure to follow any directive of the Board; provided, however, that with respect to this subpart (vi) only, Dr. Webb shall be given thirty (30) days to cure any such alleged ground for Cause provided that such ground is capable of being cured. If, at the conclusion of this cure period, the Board believes that any previously alleged ground of Cause has not been cured or is not capable of being cured, then the Board shall have thirty (30) days within which to provide Dr. Webb with written notice electing to terminate this Agreement for Cause, as determined by a majority of the entire Board.
- c. Termination by Dr. Webb.** Should Dr. Webb in his discretion elect to terminate this Agreement and his employment hereunder for any reason, he will give the Board no less than ninety (90) days written notice of his resignation. Upon the provision of such notice by Dr. Webb, the MNHA reserves the right to request that Dr. Webb work remotely during all or part of the notice period and/or accelerate the date of Dr. Webb's termination in its sole discretion provided that the MNHA provides Dr. Webb with his then current base salary and benefits as offered to other similarly situated employees throughout the notice period.
- d. Termination due to Death or Disability.** This Agreement and Dr. Webb's employment with the MNHA shall be terminated during the Term upon Dr. Webb's death or the Board's written notice determining Dr. Webb's Disability. For the purpose of this Agreement, a "Disability" shall be defined as either: (i) being awarded long-term disability insurance benefits under any such policy maintained by the MNHA or, in the absence of such a policy, (ii) in the good faith judgment of the majority of the entire Board, that Dr. Webb is substantially unable to perform his duties under this Agreement, with or without reasonable accommodation, for more than 120 days, whether or not consecutive, in any twelve (12) month period, by reason of any physical or mental illness or injury. If Dr. Webb disagrees as to the

Board's determination that he has experienced a "Disability" event, then Dr. Webb shall submit to an examination by an independent physician reasonably selected by the MNHA to determine whether Dr. Webb, in the professional judgment of such physician, has experienced a Disability, with the determination of such physician to then be conclusive.

- e. Termination as to all Positions Held.** Upon the termination of Dr. Webb's employment for any reason, Dr. Webb will be deemed to have either resigned or having been terminated from, as applicable, all titles and/or positions of any kind then held with the MNHA, and will cease holding himself out as a representative of the MNHA.
6. **Return of Property.** Upon any termination event or as otherwise requested by the Board, Dr. Webb will immediately deliver to the MNHA, care of its Chief Human Resources Officer, all property of the MNHA (including, without limitation, any property of NGH), including but not limited to, all funds, keys, computers, forms of storage mediums, phones, passwords, records and supplies of every kind belonging to the MNHA, regardless of whether such property is in hard copy or electronic form. Except with respect to information relating to Dr. Webb's personal compensation and benefits, Dr. Webb may not retain any copies of any MNHA property (including, without limitation, any NGH property), whether in hard copy or electronic form, after the termination of Dr. Webb's employment.
7. **Protection of Confidential Information and Trade Secrets.** Dr. Webb recognizes the interest of the MNHA (including, without limitation, NGH) in maintaining the confidential nature of its Confidential Information (as defined below). Accordingly, Dr. Webb agrees that, subject to the provisions of the Open Records Act, Dr. Webb shall not, at any time, other than in the performance of his duties hereunder, both during and after his employment, communicate or disclose to any person or entity, or use for his benefit or for the benefit of any other person or entity, either directly or indirectly, any Proprietary Information and/or Trade Secrets. For the purposes of this Agreement, the prohibition against the disclosure of Confidential Information is prohibited until the information becomes publicly and lawfully available through no direct or indirect fault or act of Dr. Webb or his agents or representatives (including any representative of any third-party, including any future employer), or otherwise no longer qualifies as a Trade Secret protected under applicable law. Nothing in the foregoing restriction shall in any way limit or impair any of the rights of the MNHA (including, without limitation, NGH) with respect to any trade secret information, including, without limitation, any information that qualifies as a trade secret under the Defend Secrets Act. Pursuant to the Defend Trade Secrets Act, Dr. Webb shall not be held criminally or civilly liable under any federal or state law for the disclosure of a trade secret that: (i) is made in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney and solely for the purpose of reporting or investigating a suspected violation of law; or (ii) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. If Dr. Webb files a lawsuit for retaliation for reporting a suspected violation of law, he may disclose the trade secret to the attorney of Dr. Webb and use the trade secret information in the court proceeding if Dr. Webb files any document containing the trade secret under seal and does not disclose the trade secret except pursuant to court order.

“Confidential Information” shall mean, collectively, all “Proprietary Information” and “Trade Secrets” of the MNHA, including, without limitation, NGH.

“Proprietary Information” shall include, without limitation, all technical and non-technical information of the MNHA, regardless of how stored, that in any way relates to any of the following: approaches and methodologies; proprietary educational materials and related information; proprietary research materials and related information; data compilations and databases; proprietary methods of operations, services, and strategies; call center protocols; non-public agreements, contracts, and terms of agreements; proprietary business strategies, including, without limitation, market strategies and studies; transactions, potential transactions, negotiations, and pending negotiations; inventions; Trade Secrets; other know-how; any medical review committee and review organization information as defined under applicable law; computer programs, computer software, applications, operating systems, software design, web design, work-in-process, databases, manuals, records, and systems; non-public vendor information; non-public financial information, accounting information, and accounting records; non-public legal, regulatory and compliance-related information; non-public marketing and advertising information; non-public rate, pricing and reimbursement information; non-public patient information, including protected health information and patient lists; non-public referral source information and lists; non-public payroll information, staffing information, and personnel information; internal controls; security procedures; and any form of intellectual property of any kind, including any such Proprietary Information which is communicated to, supplied to or observed by Dr. Webb, either directly or indirectly, at any time during the employment relationship, whether or not received from the MNHA or from any person with a business relationship, whether contractual or otherwise, with the MNHA. The term “Proprietary Information” shall not include any information that Dr. Webb can prove: (i) was known or independently developed by him prior to the time of receipt from the MNHA, as long as such information was not acquired, either directly or indirectly, from the MNHA; (ii) is or becomes publicly known through no direct or indirect act, fault or omission of Dr. Webb; (iii) is or becomes part of the public domain through no direct or indirect act, fault or omission of Dr. Webb; or (iv) was received by Dr. Webb from a third party having the legal right to transmit the same without restriction as to use and disclosure and such receipt was not in connection with any business relationship or prospective business relationship with the MNHA; provided, however, that a combination of features shall not be deemed to be within the foregoing exceptions merely because individual features are in the public domain or otherwise within such exceptions, as previously described, unless the combination itself is in the public domain or otherwise entirely within any one such exception.

“Trade Secrets” shall mean information not generally known about the MNHA’s business (including, without limitation, NGH’s business) which is the subject of efforts that are reasonable under the circumstances to maintain its secrecy or confidentiality and from which the MNHA derives economic value from the fact that the information is not generally known to other persons who can obtain economic value from its disclosure or use, and shall include any and all Proprietary Information which may be protected as a trade secret under any applicable law, even if not specifically designated as such. Unless told otherwise, Dr. Webb shall treat all Proprietary Information as Trade Secrets.

8. **Legal Remedies.** Dr. Webb acknowledges and agrees that the MNHA (including, without limitation, NGH) will suffer irreparable loss and damage if Dr. Webb, directly or indirectly, breaches or violates any of the covenants contained in Sections 6 and 7 of this Agreement. Dr. Webb therefore agrees that, in addition to any other remedies available, the MNHA (including, without limitation, NGH) shall be entitled to a temporary restraining order, preliminary injunction and/or permanent injunction, without any bond or other security being required, to prevent a breach or contemplated breach by Dr. Webb and/or by any person or entity to whom Dr. Webb provides or proposes to provide any information in violation of any of the covenants contained in Sections 6 and 7 of this Agreement. Any rights created by this Agreement shall be in addition to, and not in lieu of, any other remedies that may exist under any applicable law or in equity. Moreover, if the MNHA (including, without limitation, NGH) is the prevailing party in any lawsuit or legal proceeding seeking to enforce any of the terms of this Agreement, Dr. Webb shall be responsible for any and all costs and reasonable attorney's fees incurred by the MNHA (and/or NGH, as applicable), to the maximum extent permitted by applicable law.
9. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and contains all the agreements between them with respect to the subject matter hereof. It also supersedes any and all other agreements or contracts, either oral or written, between the Parties with respect to the subject matter hereof and expressly supersedes the Parties' prior Employment Agreement dated June 15, 2018 as of the Commencement Date.
10. **Amendments.** Except as otherwise specifically provided, the terms and conditions of this Agreement may be amended at any time by mutual agreement of the Parties, provided that before any amendment will be valid or effective it shall be reduced to writing and signed by the Chair of the Board and Dr. Webb. In the event of conflicting provisions between this Agreement and any properly executed amendment, the amendment(s) will be given priority over the language in this Agreement.
11. **Notices.** Any notice, demand, request or other communication which each Party to this Agreement may give to the other party will be in writing, and will be deemed to have been properly given to such Party: (i) if hand-delivered, or if sent by fax, upon receipt, or (ii) if delivered by overnight courier service, effective on the day following delivery to such courier service, or (iii) if mailed by United States registered or certified mail (or registered or certified airmail), postage prepaid, return receipt requested, effective two (2) days after deposit in the United States mail, addressed to the address or faxed to the fax number of the Party as follows, or such other address as such Party may designate in writing:

To Dr. Webb: Joseph Webb, D.Sc., FACHE
2600 Hillsboro Pike #131
Nashville, TN 37212
Phone: (901) 359-3130

To MNHA: ATTN: Chairman of the Board of Trustees
c/o Nashville General Hospital
1818 Albion Street

Nashville, TN 37208-2918
Fax: (615) 341-4493

With copies to: Julie Groves, Chief Compliance and Privacy Officer
1818 Albion Street
Nashville, TN 37208-2918
Phone: (615) 341-4421
Fax: []
Email: Julie.Groves@nashvilleha.org

12. **Intended Third-Party Beneficiary Rights.** Dr. Webb expressly understands that, while the MNHA is the only other signatory to this Agreement, its affiliates, subsidiaries and divisions (including, without limitation, NGH) shall be entitled to enforce each of the covenants set forth in this Agreement and are intended third-party beneficiaries of this Agreement.
13. **Enforceability.** The invalidity or unenforceability of any particular provision of this Agreement will not affect its other provisions, and this Agreement will be construed in all respects as if such invalid or unenforceable provision had been omitted.
14. **Binding Effect.** This Agreement is not assignable or delegable, in whole or in part, by Dr. Webb without the prior written consent of the Board. This Agreement will be binding upon the MNHA, its successors and assigns, including, without limitation, any corporation into which NGH may be merged or by which it may be acquired, and will inure to the benefit of Dr. Webb and his administrators, executors, legatees, and heirs.
15. **Iran Divestment Act.** In accordance with the Iran Divestment Act, Tennessee Code Annotated § 12-12-101 *et seq.*, both Parties certify that to the best of their knowledge and belief, neither of them are on the list created pursuant to Tennessee Code Annotated § 12-12-106. Misrepresentation may result in civil and criminal sanctions, including contract termination, debarment, or suspension from being a contractor or subcontractor with the Metropolitan Government of Nashville & Davidson County.
16. **Jurisdiction, Venue and Attorney's Fees.** The laws of the State of Tennessee shall govern the validity, interpretation, construction, performance and enforcement of this Agreement. Furthermore, the Parties agree that any and all disputes that in any way relate to this Agreement shall exclusively be brought in the state and federal courts situated in Nashville, Tennessee. Furthermore, the Parties hereby waive, to the maximum extent permitted by law, any objection to the convenience of such forums. Except as expressly set forth herein, each Party will be responsible for his or its own attorney's fees and litigation costs.
17. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together will constitute one and the same Agreement. Moreover, this Agreement may be signed electronically and any electronically signed version of this Agreement and/or any PDF of this Agreement may be enforced by either party to this Agreement.

18. **Waiver.** The waiver by one Party of a breach of any provision of this Agreement by the other Party shall not operate or be construed as a waiver of any subsequent breach of the same or any other provision by the other Party. The failure of a Party at any time to require performance of any provision hereof shall in no manner affect its right at a later time to enforce the same.

[signature pages to follow]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed and delivered as of the Commencement Date.

HOSPITAL AUTHORITY OF NASHVILLE AND DAVIDSON COUNTY: JOSEPH WEBB, D.SC., FACHE, CEO

APPROVED BY:

Joseph Webb

Dr. Shindana Feagins
Board of Trustees of the MNHA