

RETENTION AGREEMENT

THIS RETENTION AGREEMENT is entered and effective upon execution by the Associate by and between OhioHealth Corporation (“OhioHealth”) and Chris Grossman.

I. BACKGROUND

1. Chris Grossman (“Associate”) is currently employed by OhioHealth as Sr. BI Developer (“Position”).
2. OhioHealth would like to provide a meaningful incentive for Associate to remain employed by OhioHealth in Position through January 3, 2023 (“Qualifying Event”).

II. AGREEMENT

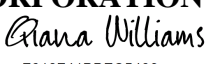
1. OhioHealth hereby agrees that it will pay Associate a retention bonus equal to Twenty Thousand Dollars (\$20,000.00), subject to applicable taxes and withholdings, if Associate remains employed by OhioHealth in Position through the Qualifying Event. Such bonus will be paid in two installments as follows: (a) the first payment of Five Thousand Dollars (\$5,000.00) shall be made with a regular salary payment following execution of this Agreement by both parties provided Associate maintains employment in Position and (b) the second payment of Fifteen Thousand Dollars (\$15,000.00) shall be made with a regular salary payment on or after the Qualifying Event provided Associate maintains employment in Position.
2. The payments described in Section 1, above, are offered as an incentive for Associate to remain in the employ of OhioHealth in Position and are available to Associate only so long as Associate remains so employed. Associate may continue to be eligible for the retention payments noted in Section 1 of this Agreement if Associate moves to another position within OhioHealth during the Retention Period provided it is approved by the Vice President Human Resources. In the event Associate leaves the Position without approval by Vice President Human Resources or the employ of OhioHealth for any reason prior to Qualifying Event, Associate shall not be entitled to any further payment under this Agreement. Further, Associate shall repay any amount paid pursuant to subpart (a) and (b) in Section 1 if Associate leaves the Position or employ of OhioHealth before the Qualifying Event. Associate authorizes OhioHealth to withhold any repayment of the Retention Bonus from Associate’s earnings and/or monies owed to Associate by OhioHealth. Associate is responsible for any balance owed within sixty days after leaving OhioHealth.
3. Associate acknowledges that the payment described herein constitute taxable income that will be reflected in Associates Form W-2 in the year in which the payment is received.
4. Associate agrees to keep the terms of this Agreement confidential and to disclose only to Associate’s legal and financial consultants, if necessary, to provide consultation to Associate.
5. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which, when taken together, constitutes one and the same document. The signature of a Party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart. Signatures to this Agreement transmitted by fax, by electronic mail in “portable document format” (“pdf”), or by any other electronic means intended to preserve the original graphic and pictorial appearance of the Agreement, shall have the same effect as physical delivery of the paper document bearing the original signature.

6. This Agreement and terms set forth herein shall be voidable at OhioHealth's discretion if not fully executed by Associate and OhioHealth within ten (10) days of presentation of the Agreement to Associate.

7. The terms and conditions of this Agreement are to be read in conjunction with the general terms and conditions of employment at OhioHealth and shall not be construed as a guarantee of employment. Associate remains subject to all policies and procedures of OhioHealth.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the dates below.

OHIOHEALTH CORPORATION

By: 
Qiana Williams, VP HR Operations/Total Rewards

Dated: 9/26/2022

CHRIS GROSSMAN



Dated: 9/26/2022