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Contract Number

24-388

SAP Number

### Board of Supervisors

Department Contract Representative Telephone Number Luther Snoke

Contractor Andrew Goldfrach
Contractor Representative Telephone Number On File
Contract Term June 1, 2024, to May 31, 2027
Original Contract Amount
Amendment Amount
Total Contract Amount
Cost Center

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, San Bernardino County, on behalf of County Administrative Office and the Board of Supervisors, hereinafter called the County, desires to obtain the services of Andrew Goldfrach (CONTRACTOR) under the terms and conditions set forth in this Contract; and

WHEREAS County finds that Contractor has the skills and knowledge necessary to provide services for the County; and

WHEREAS County desires that such services be provided by Contractor and Contractor agrees to perform these services as set forth below.

NOW, THEREFORE, in consideration of mutual covenants and conditions, the parties agree as follows:

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## **I. DUTIES AND RESPONSIBILITIES OF CONTRACTOR**

CONTRACTOR shall be employed as Director of the Arrowhead Regional Medical Center, with a working title of **ARMC Chief Executive Officer**, performing a broad range of duties, including but not limited to:

- A. Directs, plans, and administers all medical programs and services.
- B. Ensures that inpatient and outpatient medical care services are provided to the residents of the County.
- C. Develops and implements policies, procedures, systems, and programs that are compliant with regulatory, licensing, and accrediting agencies, including all federal and state laws, statutes, and County ordinances.
- D. Directs the review of contracts for services provided by the medical center, directs and implements the medical center budget, and makes presentations to the Board of Supervisors as needed.
- E. Other duties may be assigned by the appointing authority.

## **II. CONFLICT OF INTEREST**

As a condition of employment, CONTRACTOR does hereby agree to follow and uphold the Conflict-of-Interest policy of the County's Personnel Rules as follows:

No official or employee shall engage in any business or transaction or shall have a financial or other personal interest or association, direct or indirect, which conflicts with the proper discharge of official duties or would tend to impair independence of judgment or action in the performance of official duties. Personal as distinguished from financial interest includes an interest arising from blood or marriage relationships, or close business, personal or political associations. This section shall not serve to prohibit independent acts or other forms of enterprise during those hours not covered by active County employment providing such acts do not constitute a conflict of interest as defined herein. CONTRACTOR is also subject to the provision of California Government Code Sections 1090, 1126, 87100, and any other conflict of interest code applicable to County employment.

## **III. TERM**

This Contract shall be effective June 1, 2024, and shall remain in effect through May 31, 2027, subject to the termination provisions below. The Board of Supervisors authorizes the County Executive Officer to issue a written notice to extend the term of this Contract for a maximum of two (2) successive one (1) year periods.

Notwithstanding the foregoing, either party may terminate this Contract at any time without cause with a fourteen (14) day prior written notice to the other party. This Contract may be terminated for just cause immediately by the County. Just cause is defined as a substantial performance failure or serious misconduct as outlined in San Bernardino County Personnel Rule 10.2 (a-y).

CONTRACTOR shall serve at the pleasure of the appointing authority, the Board of Supervisors, who shall have the full authority and discretion to exercise County rights under this Paragraph.

## **IV. COMPENSATION OF CONTRACTOR**

Upon the effective date of this Contract, CONTRACTOR shall be considered a contract employee in the Unclassified Service. The CONTRACTOR shall receive only the benefits and compensation specifically set forth in this Contract. Any compensation and/or benefits provided for in this Contract, based on compensation and/or benefits provided for in the San Bernardino County Exempt Group

Working Conditions Ordinance (County Code section 13.0613), shall be adjusted in accordance with any future change to the San Bernardino County Exempt Group Working Conditions Ordinance. Any benefits provided under this Contract based on the San Bernardino County Exempt Group Working Conditions Ordinance shall be at a level for employees in Exempt Group B unless otherwise specified in this contract. This Contract provides for the full compensation to CONTRACTOR for the services required hereunder.

CONTRACTOR is currently a regular County employee. Therefore, this Contract shall not be considered a break in County service for purposes of determining eligibility for all benefits and contributions including but not limited to retirement system contributions, health benefits, leave accrual rates, and longevity pay. CONTRACTOR shall maintain and carry forward any rates of accrual, leave balances accrued and benefit date during prior County employment.

A. SALARY

CONTRACTOR shall be compensated for services, as follows:

- Effective June 1, 2024 (PP 13/24), CONTRACTOR shall be placed on salary grade 118B of the Exempt Compensation Plan, Step 5 at \$167.98 an hour.
- The pay period following the completion of 1040 service hours (approx. 6 months), the CONTRACTOR shall be placed on Step 7 on Range 118B.
- The pay period following the completion of an additional 1040 service hours (approx. 6 months), the CONTRACTOR shall be placed on Step 10 on Range 118B.

Thereafter, contractor shall receive step merit increases, as may be granted to, in the same manner as County exempt employees.

CONTRACTOR shall receive any across-the-board salary adjustments, as may be granted to, in the same manner and at the same time as positions in the Exempt Group.

Payment for such services shall be made on a bi-weekly basis on the same reporting system and payroll schedule as County exempt employees.

B. OVERTIME

CONTRACTOR is in a position not covered by the Fair Labor Standards Act (FLSA) and is not eligible to receive overtime compensation under the FLSA.

C. LEAVE PROVISIONS

CONTRACTOR is eligible to receive and utilize all leaves pursuant to the terms and conditions set forth in the San Bernardino County Exempt Group Working Conditions Ordinance.

Refer to Item R of Section IV for processing of leave balances upon termination of this Contract.

D. BENEFIT PLAN

Except as provided herein, medical, dental and vision benefits will be provided in the same manner as offered by the County to employees in the San Bernardino County Exempt Group B Working Conditions Ordinance.

E. LIFE INSURANCE

CONTRACTOR shall be eligible for life insurance pursuant to the terms and conditions set forth in the San Bernardino County Exempt Group Working Conditions Ordinance for Benefit Group.

F. ACCIDENTAL DEATH AND DISMEMBERMENT

Contractor shall be eligible to purchase Accidental Death and Dismemberment Insurance coverage and additional supplemental term life insurance in the same manner and amount as offered by the County to employees in Exempt Group.

G. PORTABLE COMMUNICATION DEVICE ALLOWANCE

CONTRACTOR shall be eligible for a portable communication device allowance pursuant to the terms and conditions set forth in the San Bernardino County Exempt Group Working Conditions Ordinance for Benefit Group B.

H. AUTOMOBILE ALLOWANCE

CONTRACTOR shall be eligible for an auto allowance pursuant to the terms and conditions set forth in the San Bernardino County Exempt Group Working Conditions Ordinance for Benefit Group B.

I. EXPENSE REIMBURSEMENT

CONTRACTOR shall be eligible for expense reimbursement pursuant to the terms and conditions set forth in the San Bernardino County Exempt Group Working Conditions Ordinance.

J. RETIREMENT PLAN

Contractor shall participate in the County's general employee retirement system during the term of this Contract. Contractor shall pay the required employee contribution for the term of the Contract. Contractor's participation in the general retirement system shall be in accordance with the applicable terms of the County Employee's Retirement Law of 1937, the California Public Employees' Pension Reform Act of 2013 (Gov't Code section 7522 et seq.), and the By-Laws and other requirements of the San Bernardino County Employees' Retirement Association.

If CONTRACTOR is first hired at age 60 or over, CONTRACTOR may choose not to become a member of the SBCERA at the time of hire, pursuant to the terms and conditions of the San Bernardino County Exempt Group Working Conditions Ordinance. If CONTRACTOR chooses not to become a member of SBCERA, CONTRACTOR shall be enrolled in the County's 401(k) plan pursuant to the terms and conditions of the San Bernardino County Exempt Group Working Conditions Ordinance.

K. RETIREMENT MEDICAL TRUST ("Trust")

Upon meeting eligibility requirements, Contractor shall participate in the County Trust during the term of this Contract pursuant to the terms and conditions set forth in the San Bernardino County Exempt Group Working Conditions Ordinance.

L. DEPENDANT CARE ASSISTANCE PLAN (DCAP) AND FLEXIBLE SPENDING ACCOUNT (FSA) PLAN FOR MEDICAL EXPENSE REIMBURSEMENT

CONTRACTOR shall be eligible to participate in the County's DCAP and FSA Plans and receive any applicable County contributions to the FSA Plan pursuant to the terms and conditions set forth in the San Bernardino County Exempt Group Working Conditions Ordinance.

M. SALARY SAVINGS PLAN

Contractor shall be eligible to participate in the County's 401(k) and 457(b) Salary Savings Plans and pursuant to the terms and conditions set forth in the San Bernardino County Exempt Group

Working Conditions Ordinance.

N. LEGALLY REQUIRED BENEFITS

CONTRACTOR shall receive all benefits as required by law (e.g. FMLA, Military Leave, Time off for Voting and use of Medicare). Where the County provides a greater benefit than is required by law, the CONTRACTOR shall only receive the minimum benefit in accordance with the law, unless the greater benefit is specifically provided for in another provision of this Contract.

O. SHORT-TERM DISABILITY

CONTRACTOR shall be eligible to receive the same Short-Term Disability insurance benefits as per the Plan documents and pursuant to the terms and conditions set forth in the San Bernardino County Exempt Group Working Conditions Ordinance.

P. LONG-TERM DISABILITY

CONTRACTOR shall be eligible to receive Long-Term Disability insurance benefits as per the Plan documents and pursuant to the terms and conditions set forth in the San Bernardino County Exempt Group Working Conditions Ordinance.

Q. OTHER BENEFITS

CONTRACTOR is eligible for all exempt level B benefits, pursuant to the terms and conditions set forth in the San Bernardino County Exempt Group Working Conditions Ordinance.

R. BENEFITS UPON TERMINATION OF CONTRACT

Contractor Separated from County Service

Upon separation from County employment, CONTRACTOR shall be compensated for any unused Administrative, Vacation and Holiday Leave at the then base rate of pay. CONTRACTOR will be eligible to convert the cash value of unused Sick Leave to the Retirement Medical Trust Fund in the same manner and amount as the County's Exempt employees if eligibility requirements are met (See Section K, above). If eligibility requirements are not met at the time of separation, unused Sick leave shall be forfeited.

Contractor to Regular County Employment

In the event this Contract is terminated because CONTRACTOR is appointed to a regular position without a separation from County employment, type and level of benefits including, but not limited to, retirement system contributions (if applicable) and health benefits shall be based upon the provisions of the MOU or ordinance in effect at the time CONTRACTOR is appointed to a regular position. Hours worked as a County contract employee shall count towards service hours for leave accrual rates.

At the sole discretion of the appointing authority of the County department or office in which appointment to the regular position is made, unused leave balances may be maintained and carried over. Employees may only carry over leave balances that they would otherwise be eligible for in accordance with the applicable MOU or ordinance for the bargaining unit associated with the position hired into. Any leave balances not authorized to be carried over will be distributed as outlined in "CONTRACTOR Separated from County Service," above.

Contractor to New Contract Position

In the event the CONTRACTOR accepts another contract position with the County without a

break in service, at the sole discretion of the appointing authority of the County department or office in which appointment to the new contract position is made, unused leave balances may be maintained and carried over. CONTRACTOR may only carry over leave balances that they would otherwise be eligible for in accordance with the applicable MOU or ordinance for the bargaining unit associated with the position hired into. Any leave balances not authorized to be carried over will be distributed as outlined in "CONTRACTOR Separated from County Service," above.

#### Severance Compensation

In the event, the Contract is terminated by the County without cause, Contractor shall receive severance compensation in the amount equal to 12 pay periods (approx. six months) and will be payable on a biweekly basis. Severance compensation shall include all economic benefits as described in Section IV during the period the CONTRACTOR is entitled to receive severance compensation. CONTRACTOR may elect to receive any balance of such severance compensation in a lump sum.

- S. Contractor shall receive only the benefits and compensation specifically set forth in this Contract. This Contract provides for the full compensation to Contractor for the services required hereunder.

### **V. GENERAL PROVISIONS RELATING TO CONTRACTOR**

#### A. TOUR OF DUTY

CONTRACTOR's standard tour of duty (regularly scheduled work week) shall be established by the appointing authority. The appointing authority may modify or change the number of hours in a standard day, tour of duty or shift to meet the needs of the service. In the performance of his duties under this contract, CONTRACTOR shall be required to work such hours as necessary to carry out the duties specified in this contract under the direction of the appointing authority, and such hours may be varied so long as the work requirements and efficient operation of the County are assured.

#### B. CLASSIFICATION

CONTRACTOR will not attain regular status in this position, and as an unclassified employee, will not be provided those rights under the San Bernardino County Personnel Rules afforded only to employees who have attained regular status. This Contract does not expand or alter any jurisdiction established by the Personnel Rules or any MOU or ordinance. CONTRACTOR shall adhere to the County's and Department's standards of employee conduct, including all applicable rules, policies, and regulations. Violation of applicable standards may result in Contract termination or lesser penalties.

#### C. WORKERS' COMPENSATION AND LIABILITY COVERAGES

The CONTRACTOR shall be covered by the County's Workers' Compensation insurance coverage during the hours worked under this Contract. The CONTRACTOR shall be covered by the County's Public Liability Insurance only while performing services under this Contract. The CONTRACTOR shall only receive those benefits as required by law.

#### D. USE OF PRIVATE VEHICLE

If the services to be performed under this Contract require CONTRACTOR to drive a vehicle, CONTRACTOR must always possess a valid California driver's license during the performance

of this Contract. CONTRACTOR agrees to allow County to obtain a Department of Motor Vehicles report of CONTRACTOR's driving record.

For CONTRACTOR to be able to use a private vehicle during the performance of this Contract, CONTRACTOR shall be covered by vehicle liability insurance at least equal to the minimum requirements of the California Vehicle Code. Such requirements currently are:

1. Fifteen thousand dollars (\$15,000) for single injury or death;
2. Thirty thousand dollars (\$30,000) for multiple injury or death.
3. Five thousand dollars (\$5,000) for property damage.

Failure to comply with the requirements of this Paragraph shall be deemed the cause for termination of this Contract, pursuant to Section III.

E. EVIDENCE OF ELIGIBILITY TO WORK

CONTRACTOR shall submit evidence of eligibility to work in the United States and verification of identity within three (3) working days of the effective date of this Contract. CONTRACTOR shall submit to and successfully complete a pre-employment background check, including a medical examination through the County's Center for Employee Health and Wellness. This provision is satisfied if the CONTRACTOR is a current employee who previously met the requirements of this provision.

F. DIRECT DEPOSIT

CONTRACTOR must plan for the direct deposit of paychecks into the financial institution of their choice via electronic fund transfer. Inability or failure by Contractor to make such arrangements will result in the County paying Contractor via pay card.

G. MISCELLANEOUS

Government Code section 53243.2 requires the following provision be included in this Contract: If this Contract is terminated, any cash settlement related to the termination that CONTRACTOR may receive from the County shall be fully reimbursed to the County if CONTRACTOR is convicted of a crime involving an abuse of his or her office or position, as defined in Section 53243.4.

**VI. CONCLUSION**

This Contract, consisting of nine (9) pages, is the full and complete document describing services regarding the CONTRACTOR's rights and obligations of the parties, including all covenants, conditions, and benefits.

This Contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Contract. The parties shall be entitled to sign and transmit an electronic signature of this Contract (whether by facsimile, PDF, or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Contract upon request.

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SAN BERNARDINO COUNTY

► Dawn Rowe  
Dawn Rowe, Chair, Board of Supervisors

Dated: MAY 21 2024  
SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Lynna Monell  
Clerk of the Board of Supervisors  
San Bernardino County  
Deputy

By Jennifer Monell



(Print or type name of corporation, company, contractor, etc.)

By ► Andrew Goldfrach  
(Authorized signature - sign in blue ink)

Name Andrew Goldfrach  
(Print or type name of person signing contract)

Title Director of ARMC  
(Print or Type)

Dated: 5/10/2024

Address On File

**FOR COUNTY USE ONLY**

Approved as to Legal Form  
► Cynthia O'Neill  
Cynthia O'Neill, Chief Assistant County Counsel  
Date 5/10/24

Reviewed for Contract Compliance  
► Michael Bowers, HR Director  
Date \_\_\_\_\_

Reviewed/Approved by Department  
► Luther Snoke, County Executive Officer  
Date \_\_\_\_\_