THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY

Contract Number

SAP Number

Arrowhead Regional Medical Center

Department Contract Representative	Andrew Goldfrach, ARMC Chief Executive Officer
Telephone Number	(909) 580-6150
Contractor	John H. Brill, MD (Hereinafter called "CONTRACTOR")
Contractor Representative	John H. Brill, MD
Telephone Number	On File
Contract Term	Three Years
Original Contract Amount	$ 1,611,320 ($537,106.66/year) Base salary plus County Benefits for Exempt Group C
Amendment Amount	
Total Contract Amount	$ 1,611,320 ($537,106.66/year) Base salary plus County Benefits for Exempt Group C
Cost Center	8610
Grant Number (if applicable)	N/A

IT IS HEREBY AGREED AS FOLLOWS*:*

WHEREAS, San Bernardino County ("County") operates the Arrowhead Regional Medical Center ("ARMC") which requires the services of a Chief Medical Officer;

WHEREAS, John H. Brill, MD ("CONTRACTOR") is qualified to perform the services of a Chief Medical Officer; and

WHEREAS, the County desires to obtain the services of CONTRACTOR on the terms and conditions set forth in this Contract;

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

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ATTACHMENT A - Exempt Compensation Plan Salary Table

I. DUTIES AND RESPONSIBILITIES OF CONTRACTOR

CONTRACTOR shall be employed as the Chief Medical Officer for ARMC. CONTRACTOR shall have the following duties:

A. Reports to the ARMC Chief Executive Officer ("ARMC CEO") and works closely with the ARMC Chief Operating Officer ("ARMC COO"), Administrators and Physician leaders to oversee the delivery of medical services provided at ARMC.
B. CONTRACTOR shall notify ARMC in the event of any investigation, proceeding, or disciplinary action by Medicare and/or the Medi-Cal Program, or any other federal or state health care program, any state's medical board, any agency responsible for professional licensing, standards or behavior.

C. CONTRACTOR shall notify ARMC in the event that his license to practice in any jurisdiction is suspended, revoked, or otherwise restricted.

D. Act as the Chief Medical Officer and Chief Medical Information Officer in the following capacity:
    a. Chief Medical Officer Duties
        i. Provides a clinical perspective on all matters relating to medical services to the management team; assesses and leads the improvement of patient care throughout the ARMC and outpatient clinics, meets goals to improve patient satisfaction and core measures. Takes an active role in the case management function.
        ii. Represents ARMC on various standing committees, meetings, and events, both county-wide and nationally, as requested by the ARMC CEO and/or Chief Operating Officer
        iii. Serves as a liaison between ARMC and the medical staff departments regarding all matters related to the medical services provided at ARMC; serves as a member on Leadership Council and Leadership Forum and Physician Administration Council.
        iv. Collaborates with the President of the Medical Staff in all matters that involve the inter-relationship between the Medical Staff and ARMC's management team; serves as an ex-officio member on the Medical Executive Committee (MEC); and participates in medical and administrative rounds to ensure the highest quality of care is provided hospital wide.
        v. Assists in all aspects of quality improvement and patient safety throughout ARMC; assists in meeting the regulatory requirements of Accreditation Commission for Health Care (ACHC), The Joint Commission (TJC) Center for Medicare/Medicaid Services (CMS) Conditions of Participation, Title 22, California Code of Regulations, Health Reform, and all health care regulatory functions.
        vi. Provides leadership to areas of responsibility by developing relationships with inside and outside departments/organizations to further the mission and vision of ARMC.
        vii. Serves as a member of ARMC's management team, and participates in the development of departmental programs, policies, budgets, goals, strategic planning, and objectives.
        viii. Collaborates with department chairs and medical directors to ensure service delivery is both timely and appropriate, and to improve patient experience.
        ix. Supports ARMC on all legal actions relative to medical care, and assists Risk Management in investigating, defending, and settling all legal actions relative to medical care.
        x. Performs other duties as assigned by the ARMC CEO and/or the Chief Operating Officer.

    b. Chief Medical Information Officer duties:
        i. Identifies the need for new clinical information systems or improvement to existing systems. Assists in the selection of vendors, systems, applications, and software. Ensures implementation of new systems and training for all staff.

ii. Works in partnership with Information Management and the medical staff in the selection and implementation of any new/proposed computerized clinical processes, including collaborating with physicians, Clinical Informatics, administration, nursing, ancillary staff, and vendors.
iii. Leads the development of the strategic plans regarding clinical systems and aligns these clinical systems with capabilities to serve ARMC's organizational needs.
iv. Informs clinical leaders, frontline executive management, information management, clinical informatics, and patients about the clinical systems governance process to ensure the strategic and tactical alignment of clinical systems for both non-clinical and clinical departments at ARMC.
v. Manages the needs for software specifications, development, and maintenance according to clinical IT standards.
vi. Provides ongoing communication between all clinicians, but especially the practitioners and providers regarding the effectiveness of existing clinical computerized processes and probable dialogue with all affected clinicians and any affected support staff.
vii. Ensures that the Clinical Informatics department provides quality and cost-effective services to its customers.
viii. Reviews medical informatics trends, experiences, and approaches; develops technical and application implementation strategies and assists in the development of strategic plans for clinical information systems.
ix. Serves as a clinical liaison for overall improvement of delivery of care, including promoting electronic health records.
x. Develops and implements policies and procedures as needed to improve or initiate clinical informatics systems.
xi. Meets goals to improve employee engagement, patient satisfaction, and core measure compliance.
xii. Recommends the purchase of hospital equipment and software programs.
xiii. Provides periodic educational forums for staff physicians, residents, fellows, and students.

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 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 association. This section shall not serve to prohibit independent acts or other forms of enterprise during those hours not covered by active County employment provided such acts do not constitute a conflict of interest as defined herein. An employee is also subject to applicable provisions of the California Government Code, including but not limited to Sections 1090, 1126, 87100, and/or any other conflict of interest Code, policy or rule applicable to County employment.

III. CODE OF CONDUCT

As a condition of employment, CONTRACTOR does hereby agree to adhere to work rules and performance standards established for their position by the Appointing Authority, as defined in Section IV, and as established in the San Bernardino County Personnel Rules and outlined in ARMC's Administrative Operations Manual Policy No. 200.22. CONTRACTOR agrees to comply with all County, ARMC, and Appointing Authority policies, procedures, and standard practices, as well as the applicable Code of Conduct.

IV. CONTRACT TERM

This Contract shall be effective August 8, 2026, and shall remain in effect through August 7, 2029. The ARMC CEO is authorized to execute amendments to the Contract to extend the term for a maximum of three successive one-year periods.

Notwithstanding the foregoing, either party may terminate this Contract at any time without cause with a ninety (90) day prior written notice to the other party. This Contract may be terminated for just cause immediately by the County. CONTRACTOR shall serve at the pleasure of the appointing authority, the ARMC CEO ("Appointing Authority"), who shall have the full authority and discretion to exercise County rights under this Paragraph.

V. COMPENSATION OF CONTRACTOR

Upon the effective date of this Contract, CONTRACTOR shall be considered a contract employee in the County's unclassified service. 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 C, unless otherwise specified in this Contract. This Contract provides for the full compensation to CONTRACTOR for the services required hereunder. If CONTRACTOR is a current contract employee, this Contract supersedes any prior contract and continues CONTRACTOR's employment.

A. SALARY RATE
CONTRACTOR shall be compensated for services at Step 14 of Range 117C of the current Exempt Compensation Plan salary schedule. For reference purposes, as of the effective date this Contract, the salary schedule is as provided in Attachment A, which is attached and incorporated into this Contract by reference. CONTRACTOR shall be eligible to receive step increases pursuant to the terms of conditions set forth in the San Bernardino County Exempt Group Working Conditions Ordinance.

B. RATE ADJUSTMENTS
CONTRACTOR shall be eligible to receive salary adjustments, across-the-board salary increases, and other approved incentives in the same manner, as provided to the County's Exempt employees, however, CONTRACTOR is also subject to any economic reductions imposed on the County's Exempt Employees. CONTRACTOR shall receive any across-the-board salary adjustments (increases or decreases) provided to, and at the same time as, employees in Exempt Group C.

C. 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.

D. PAYMENT
Payment for services shall be made bi-weekly in accordance with procedures established by the County Auditor-Controller/Treasurer/Tax Collector.

E. 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 S of Section V for processing of leave balances upon termination of this Contract.

F. MEDICAL AND DENTAL & VISION COVERAGE

CONTRACTOR must enroll in a medical and dental plan offered by the County, unless enrolled in a comparable group medical plan and CONTRACTOR shall receive the Medical Premium Subsidy (MPS) and Dental Premium Subsidy (DPS) to offset the cost of medical and dental plan premiums charged to CONTRACTOR pursuant to terms and conditions set forth in the San Bernardino County Exempt Group Working Conditions Ordinance.

Subject to carrier requirements, the County shall pay vision care insurance premiums for CONTRACTOR and eligible dependents, pursuant to the terms and conditions set forth in the San Bernardino County Exempt Group Working Conditions Ordinance.

Applicable subsidy payments will be made directly to the providers of the County-sponsored medical/dental/vision plans in which the CONTRACTOR has enrolled.

G. LIFE INSURANCE

The County shall pay applicable premiums for a term life insurance and variable group universal life insurance policy for CONTRACTOR in accordance with the San Bernardino County Exempt Group Working Conditions Ordinance. In addition, CONTRACTOR may voluntarily participate in the supplemental life insurance and accidental death and dismemberment insurance at CONTRACTOR's own expense. Participation in the life insurance benefit plans is pursuant to the terms and conditions set forth in the San Bernardino County Exempt Group Working Conditions Ordinance.

H. ACCIDENTAL DEATH AND DISMEMBERMENT

The CONTRACTOR shall be eligible to purchase accidental death and dismemberment insurance coverage and supplemental term life insurance for themselves and dependents via payroll deduction, pursuant to the terms and conditions set forth in the San Bernardino County Exempt Group Working Conditions Ordinance.

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

If CONTRACTOR is regularly scheduled for and regularly works a minimum of 40 hours per pay period, CONTRACTOR shall participate in the County's general retirement system, i.e., San Bernardino County Employees Retirement Association (SBCERA), during the term of this contract pursuant to the Exempt Group Working Conditions Ordinance as modified by, and in accordance with, the applicable terms of the California Public Employees' Pension Reform Act of 2013 (Gov't Code section 7522 et seq.).

If CONTRACTOR regularly works less than 40 hours per pay period or otherwise does not meet the definition of a member of the retirement system shall instead participate in the County's 401(k) plan.

If CONTRACTOR is first hired at age 60 or over, CONTRACTOR may waive membership in SBCERA at the time of hire, pursuant to the terms and conditions 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. SALARY SAVINGS PLAN

CONTRACTOR shall be eligible to participate in the County's 401(k) and 457(b) Salary Savings Plans as per the Plan documents and pursuant to the terms and conditions set forth in the San Bernardino County Exempt Group Working Conditions Ordinance.

L. RETIREMENT MEDICAL TRUST ("Trust")

Upon meeting eligibility requirements, CONTRACTOR shall participate in the County Retirement Medical 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.

M. DEPENDENT 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.

N. 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.

O. 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.

P. LEGALLY REQUIRED BENEFITS

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

Q. OTHER BENEFITS

CONTRACTOR shall be eligible for all employee voluntary benefits, based on the San Bernardino County Exempt Group Working Conditions Ordinance at a level for employees in Exempt Group C.

R. SERVICE AND EFFECTS ON BENEFITS

If CONTRACTOR was a County contract employee immediately prior to entering into this contract, without separation from County employment, execution of this contract shall not result in separation in County employment for purposes of determining eligibility for and level of benefits including, but not limited to health benefits, leave accrual rates, and retirement benefits. Thus, CONTRACTOR'S rate for leave accruals is based on the start date of the period of continuous County employment that is extended by this Contract. CONTRACTOR shall maintain and carry forward Holiday, Vacation, other paid leave, and Sick leave balances. Contractor's retirement contribution rate is based on the date CONTRACTOR began participation in the County's general employee retirement system.

S. BENEFITS UPON TERMINATION

Contractor Separated from County Service

Upon separation from County employment, CONTRACTOR shall be compensated for any unused Vacation, Administrative, 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. 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 County position without a break in service, the Contractor shall maintain their existing hire date for the purposes of calculating benefits (Regular Hire Date). Eligibility for benefits, including, but not limited to, retirement system contributions, longevity, health benefits, and leave accrual rates shall be based upon the provisions of the applicable MOU or ordinance in effect at the time Contractor is appointed to a regular County position. Seniority, for purposes of layoff, shall be determined by the most recent Regular Hire Date or as otherwise provided in the applicable MOU.

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 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 distributed as outlined in "Contractor Separated from County Service," above.

VI. GENERAL PROVISIONS RELATING TO CONTRACTOR

A. TOUR OF DUTY

CONTRACTOR's standard tour of duty (regularly scheduled work week) shall be established by the ARMC CEO or designee. The ARMC CEO or designee may modify or change the number of hours in a standard day, tour of duty or shift to meet the needs of the service. CONTRACTOR shall be required to work during such hours as necessary to carry out the duties of his position, as designated by the ARMC CEO or designee, and such hours may be varied so long as the work requirements and efficient operations of the County are assured.

B. CLASSIFICATION

CONTRACTOR shall not attain regular status as a County employee, and as an unclassified employee, will not be provided rights under the San Bernardino County Personnel Rules that are afforded to regular status employees. This Contract does not expand or alter any jurisdiction established by the Personnel Rules or any MOU. CONTRACTOR shall adhere to the County's and ARMC'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 COVERAGE

CONTRACTOR shall be covered by the County's Workers' Compensation insurance coverage during the hours actually worked under this Contract. CONTRACTOR shall be covered by the County's General Liability Insurance only while performing services under this Contract. 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 possess a valid California driver's license at all times during the performance of this Contract. CONTRACTOR agrees to allow County to obtain a Department of Motor Vehicles report of CONTRACTOR'S driving record.

In order for CONTRACTOR to be able to use a private vehicle during the performance of this Contract, CONTRACTOR shall, at the CONTRACTORS own cost, maintain vehicle liability insurance at least equal to the minimum requirements of the California Vehicle Code
Failure to comply with the requirements of this Paragraph shall be deemed cause for termination of this Contract, pursuant to Section IV.

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 CONTRACTOR is a current employee who previously met the requirement of this provision.

F. DIRECT DEPOSIT
CONTRACTOR must make and maintain arrangements 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. CONFIDENTIALITY
CONTRACTOR agrees to keep confidential all County data, including, but not limited to, patient data, design concepts, algorithms, programs, formats, documentation, vendor proprietary information and all other original materials produced, created by or provided by ARMC. In addition, upon termination of this Contract, CONTRACTOR agrees to return all confidential materials to the ARMC CEO or his/her designee. As provided in Section III of this Contract, Contractor agrees to follow all County policies, procedures, and standard practices, as well as the Code of Conduct. Contractor shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders.

H. 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.

VII. CONCLUSION

A. This contract, consisting of ten (10) pages and Attachment A, is the full and complete document describing services regarding the CONTRACTOR's rights and obligations of the parties, including all covenants, conditions, and benefits.

B. 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.

SIGNATURE on following page

SAN BERNARDINO COUNTY

► _____
Dawn Rowe, Chair, Board of Supervisors

Dated: _____

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

By _____
Deputy

By ► _____
(Authorized signature - sign in blue ink)

Name John H. Brill, MD
(*Print or type name of person signing contract)*

Title ARMC Chief Medical Officer
(Print or Type)

Dated: _____

Address Address on File

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
►	►	►
Scott Runyan, Principal Assistant County Counsel		Andrew Goldfrach, ARMC Chief Executive Officer
Date	Date	Date

ATTACHMENT A

Exempt Effective 02/21/2026

Exempt Compensation Plan - Salary Table

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Eff. 02/21/2026		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17
117C	Hourly	158.33	162.23	166.21	170.31	174.52	178.79	183.20	187.73	192.35	197.10	201.97	206.96	212.06	217.31	222.73	228.30	
	Appx. Bi-wkly	12,666.40	12,978.40	13,296.80	13,624.80	13,961.60	14,303.20	14,656.00	15,018.40	15,388.00	15,768.00	16,157.60	16,556.80	16,964.80	17,384.80	17,818.40	18,264.00	
	Appx. Monthly	27,443.87	28,119.87	28,809.73	29,520.40	30,250.13	30,990.27	31,754.67	32,539.87	33,340.67	34,164.00	35,008.13	35,873.07	36,757.07	37,667.07	38,606.53	39,572.00	
	Appx. Annual	329,326.40	337,438.40	345,716.80	354,244.80	363,001.60	371,883.20	381,056.00	390,478.40	400,088.00	409,968.00	420,097.60	430,476.80	441,084.80	452,004.80	463,278.40	474,864.00	