

**THIRD AMENDMENT TO THE JOINT POWERS AGREEMENT BETWEEN THE
COUNTIES OF SAN BERNARDINO AND RIVERSIDE CREATING A MANAGED
CARE SYSTEM TO BE KNOWN AS IEHP HEALTH ACCESS**

WHEREAS, the COUNTY OF SAN BERNARDINO and the COUNTY OF RIVERSIDE are the parties to the IEHP Health Access Joint Powers Agreement, approved by both parties' Boards of Supervisors on May 3, 2005 (the "Agreement");

WHEREAS, the Agreement was first amended on July 11, 2016 and thereafter, amended a second time on May 11, 2020; and

WHEREAS, the parties now agree to further amend the Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, which are hereby incorporated into this Amendment as an integral part hereof and are not mere recitals hereto, the parties agree to the following:

- A. The phrase "(Non Medi-Cal Health Care Plan)" is hereby deleted from the heading of the Agreement on page 1.
- B. The second recital is hereby deleted in its entirety and replaced with the following:
"WHEREAS, it is the interest and desire of the parties to establish an entity separate and apart from IEHP to provide health care services for eligible persons; and"
- C. The third recital is hereby amended to add the word "also" after "WHEREAS, it is..."
- D. Section 1 of the Agreement ("PURPOSE") is hereby deleted in its entirety and replaced with the following:
"This Joint Powers Agreement (hereinafter referred to as "Agreement") is made pursuant to the provisions of Article 1, Chapter 5, Division 7 of Title 1 (commencing with Section 6500) of the Government Code of the State of California, (hereinafter referred to as the "Act") for the express purpose of (a) providing health care services for eligible persons and (b) obtaining funding and other resources, such as Federal, State and local government funding, to support said purpose. The purpose of this Agreement shall be accomplished and the common powers of the parties hereto exercised in the manner hereinafter set forth, subject however to such restrictions as are applicable to San Bernardino County in its manner of exercising such powers, as required by Government Code section 6509."
- E. The second paragraph of subsection (c) of Section 7 ("OFFICERS AND EMPLOYEES") is deleted in its entirety and replaced with the following:
"There shall be strict accountability of all funds and reporting of all receipts and disbursements. The Controller shall establish and maintain such procedures, funds and accounts as may be required by sound accounting practices. The books and

records of the Agency in the hands of the Controller shall be open to inspection at all reasonable times by representatives of the parties to this Agreement. The books and records of the Agency in the hands of the Controller shall be open to inspection during normal business hours by relevant regulatory agencies. The general ledger shall be kept in the custody of the Agency, under the authority of the Chief Executive Officer, or designee. The general ledger shall be open to inspection at all reasonable times by the Controller of the Agency, the Treasurer of the Agency, and/or by the respective parties to this Agreement. Conditions of maintenance, inspection, audit, and review of the general ledger shall be determined by the Controller and/or Treasurer of the Agency, in conjunction with the Chief Executive Officer or designee.”

- F. The first sentence of subsection (d) of Section 7 (“OFFICERS AND EMPLOYEES”) is deleted in its entirety and replaced with the following: “The Board may appoint and employ by contract or otherwise, a Chief Executive Officer who shall act as the Chief Executive Officer for the Agency to direct the day-to-day operation of the Agency.”
- G. Subsection (g) of Section 7 (“OFFICERS AND EMPLOYEES”) is deleted in its entirety and replaced with the following:

“Contract for Administrative Services with Inland Empire Health Plan. In the event that the Agency contracts for administrative services with Inland Empire Health Plan, the office of Treasurer may be held by the Chief Financial Officer of Inland Empire Health Plan and the office of Controller may be held by the Chief Financial Officer of Inland Empire Health Plan. The Chief Executive Officer may also employ by contract or otherwise, a Treasurer and/or Controller, in lieu of the Chief Financial Officer of Inland Empire Health Plan.”
- H. Section 8 (“REIMBURSEMENT”) is hereby deleted and replaced with the following:

“**Section 8. RESERVED.**”
- I. Section 18 (“MISCELLANEOUS”) is hereby amended to add the following subsection:

“(g) Counterparts. This Agreement and any of its written amendments may be executed in separate counterparts, each of which shall be deemed an original, and all of which shall be deemed one and the same instrument. The parties’ faxed signatures, and or signatures scanned into PDF format, shall be effective to bind them to this Agreement.”

FURTHER, all other terms and conditions of the IEHP Health Access Joint Powers Agreement, as amended, shall be unchanged, and shall remain in full force and effect.

This Amendment may be executed in separate counterparts, each of which shall be deemed an original, and all of which shall be deemed one and the same instrument. The parties’ faxed signatures, and/or signature scanned into PDF format, shall be effective to bind them to this Amendment.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed and attested to by their proper officers thereunto duly authorized.

COUNTY OF SAN BERNARDINO

COUNTY OF RIVERSIDE

By: _____
Chair, Board of Supervisors

By: _____
Chair, Board of Supervisors

Date: _____

Date: _____

ATTEST:
Clerk of the Board

ATTEST:
Clerk of the Board

By: _____
Deputy

By: _____
Deputy

Date: _____

Date: _____

IEHP HEALTH ACCESS, a local public entity of the State of California:

By: _____
Chair, Governing Board

Date: _____

ATTEST:

By: _____
Annette Taylor, Secretary

Date: _____