

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

702 A



FROM: County Counsel

SUBMITTAL DATE:
May 17, 2016

SUBJECT: Seventh Amendment to the Inland Empire Health Plan Joint Powers Agreement and First Amendment to the IEHP Health Access Joint Powers Agreement

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Seventh Amendment to the Inland Empire Health Plan Joint Powers Agreement;
2. Approve the First Amendment to the IEHP Health Access Joint Powers Agreement;
3. Execute three (3) copies of each JPA document; and
4. Return the copies to the Office of County Counsel for further processing.

BACKGROUND:

Summary

In 1994, the Board of Supervisors for the Counties of Riverside and San Bernardino established the Inland Empire Health Plan, a joint powers authority, to provide the health plan administration for the members enrolled in the Medi-Cal managed care plan as legislated by the State. Additionally, due to certain regulations imposed (at the time) by the California Department of Health Services and the Centers [Continued on next page.]

Departmental Concurrence

Gregory P. Priamos
County Counsel

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$	\$	\$	\$	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$	\$	\$	\$	

SOURCE OF FUNDS:	Budget Adjustment:
	For Fiscal Year:

C.E.O. RECOMMENDATION:

APPROVE

BY:
Tina Grande

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, seconded by Supervisor Ashley and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Washington, Benoit and Ashley
Nays: None
Absent: None
Date: May 24, 2016
xc: Co.Co.

Kecia Harper-Ihem
Clerk of the Board
By:
Deputy

- A-30
- Positions Added
- 4/5 Vote
- Change Order

Prev. Agn. Ref.: | **District:** | **Agenda Number:**

3-4

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Seventh Amendment to the Inland Empire Health Plan Joint Powers Agreement and
First Amendment to the IEHP Health Access Joint Powers Agreement**

DATE: May 17, 2016

PAGE: 2 of 2

BACKGROUND:

Summary (continued)

for Medicaid and Medicare, a companion healthcare plan, IEHP Health Access, was created by the Counties on May 3, 2005, to service the non Medi-Cal membership of Inland Empire Health Plan. The Governing board of the Inland Empire Health Plan also serves as the Governing Board for IEHP Health Access.

The Inland Empire Health Plan Joint Powers Agreement was last updated and adopted on May 3, 2005 via the Sixth Amendment. The IEHP Health Access Joint Powers Agreement has never been updated. The past 11 years have brought significant changes to the organization as well as an unprecedented increase in members served by the Inland Empire Health Plan. It has been noted that there are certain practice changes as well as information that may need to be standardized in both Joint Powers Agreements so that there is consistency between the Inland Empire Health Plan and IEHP Health Access.

Both the Seventh Amendment to the Inland Empire Health Plan Joint Powers Agreement and the First Amendment to the IEHP Health Access Joint Powers Agreement update terms to be consistent with both agreements. The changes include:

- Updating titles and clarifying roles of key management staff (Chief Executive Officer, Chief Financial Officer, etc.).
- Clarifying the powers of the IEHP Governing Board and/or Chief Executive Officer in establishing advisory bodies and committees of the organization.
- Updating notice information.

The IEHP Governing Board approved the proposed amendments to the Joint Powers Agreements on April 11, 2016, which are attached hereto. The amendments do not come into effect until approved by both the San Bernardino and Riverside County Boards of Supervisors, independently. San Bernardino County is anticipated to vote on the amendments to the Joint Powers Agreements on May 24, 2016.

A description of the pertinent revisions to both Joint Powers Agreements as proposed by the amendments included herein is provided in the attached "Exhibit A."

Approval of this item has no impact to the County of Riverside's General Fund.

Impact on Citizens and Businesses

None

WHEN DOCUMENT IS FULLY EXECUTED RETURN
CLERK'S COPY
to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.

JOINT POWERS AGREEMENT
BETWEEN
THE COUNTIES OF SAN BERNARDINO
AND RIVERSIDE
CREATING A MEDI-CAL
MANAGED CARE SYSTEM
TO BE KNOWN AS
IEHP HEALTH ACCESS

FIRST AMENDMENT

(Adopted July 11, 2016)

MAY 24 2016 3-4
2016-7-132494

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

RECITALS:

WHEREAS, the COUNTY OF SAN BERNARDINO (hereinafter referred to as "SAN BERNARDINO") and the COUNTY OF RIVERSIDE (hereinafter referred to as "RIVERSIDE"), are the parties to the IEHP Health Access Joint Powers Agreement, approved by both parties' Boards of Supervisors on May 3, 2005 and now agree to further amend that IEHP Health Access Joint Powers Agreement document between them:

NOW, THEREFORE, the following amendments are made to the IEHP Health Access Joint Powers Agreement:

- A. All references to "Chief Finance Officer" are deleted and replaced with "Chief Financial Officer."

- B. Section 7(b), second sentence, is deleted and replaced as follows:

The Treasurer shall have the custody of the Agency's money and disburse the Agency funds pursuant to the accounting procedures developed in accordance with the provisions of this Agreement, the Act, and with those procedures established by the Board.

- C. Section 7(d) (1) is deleted in its entirety and replaced as follows:
 - (1) to appoint, remove and transfer employees of the Agency, including management level officers, subject to the conditions of employment of these individuals as employees of the Agency, except for the Attorney of the Agency and such others as the Board may designate;

D. Section 7(d)(3) is deleted in its entirety and replaced as follows:

(3) to enter into contracts or authorize expenditures whenever the Board shall have approved and authorized any work, improvement, task and shall have budgeted or appropriated the necessary money therefore;

E. Section 7(f), is deleted in its entirety and replaced as follows:

(f) Attorney for the Agency. The offices of County Counsel of the parties shall serve as counsel for the Agency, with the Riverside County Counsel acting as lead counsel among the two counties for the Agency. Riverside County Counsel shall provide legal services to the Agency, including, serving as counsel to the Governing Board. The Board may also employ by contract or otherwise, general or specialty counsel for the Agency in addition to services provided by the county counsels.

F. Section 12 Indemnification and Defense of Employees is deleted in its entirety.

G. Section 13 is deleted in its entirety, re-numbered to "Section 12" and replaced as follows:

**Section 12. ADVISORY COUNCILS AND
COMMITTEES**

(a) The Board or the Chief Executive Officer may establish any advisory body or committee as deemed appropriate and necessary.

H. Section 14 is re-numbered to "Section 13."

I. Section 15 is re-numbered to "Section 14."

In addition, the notices information for Inland Empire Health Plan is hereby deleted and replaced as follows:

INLAND EMPIRE HEALTH PLAN

10801 6th Street

Rancho Cucamonga, CA 91730

Attn: Chief Executive Officer

Additionally, the notices information for San Bernardino County are hereby deleted and replaced as follows:

SAN BERNARDINO COUNTY

Administrative Office

County Government Center

385 N. Arrowhead Ave, 5th Floor

San Bernardino, CA 92415

Attn: Chief Executive Officer

J. Section 16 is re-numbered to "Section 15."

K. Section 17 is re-numbered to "Section 16."

L. Section 18 is re-numbered to "Section 17."

M. Section 19 is re-numbered to "Section 18."

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 signatures scanned into PDF format, shall be effective to bind them to this Amendment

(SIGNATURE PAGE TO FOLLOW)

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

IEHP HEALTH ACCESS

By: Bileen Zoen
Chair, IEHP Health Access

Dated: 7/11/16

ATTEST:
By: Annette Taylor
Annette Taylor, Secretary

Dated: 7/11/16

COUNTY OF SAN BERNARDINO

By: _____
Chair, Board of Supervisors

Dated: _____

ATTEST:
Clerk of the Board

By: _____
Deputy

Dated: _____

COUNTY OF RIVERSIDE

By: _____
Chair, Board of Supervisors

Dated: _____

ATTEST:
Clerk of the Board

By: _____
Deputy

Dated: _____

APPROVED AS TO LEGAL FORM:

By: _____
GREGORY P. PRIAMOS, County Counsel
Raymond M. Mistica, Deputy County Counsel

Dated: _____

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

IEHP HEALTH ACCESS

By: _____
Chair, IEHP Health Access

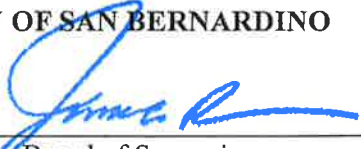
Dated: _____

ATTEST:

By: _____
Annette Taylor, Secretary

Dated: _____

COUNTY OF SAN BERNARDINO

By: 
Chair, Board of Supervisors
James Ramos

DATED: **MAY 24 2016**


SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD LAURA H. WELCH Clerk of the Board of Supervisors of the County of San Bernardino
By: 
Deputy

COUNTY OF RIVERSIDE

By: _____
Chair, Board of Supervisors

Dated: _____

ATTEST:
Clerk of the Board

By: _____
Deputy

Dated: _____

APPROVED AS TO LEGAL FORM:

By: _____
GREGORY P. PRIAMOS, County Counsel
Raymond M. Mistica, Deputy County Counsel

Dated: _____

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

IEHP HEALTH ACCESS

By: _____
Chair, IEHP Health Access

Dated: _____

ATTEST:

By: _____
Annette Taylor, Secretary

Dated: _____

COUNTY OF SAN BERNARDINO

By: _____
Chair, Board of Supervisors

Dated: _____

ATTEST:
Clerk of the Board

By: _____
Deputy

Dated: _____

COUNTY OF RIVERSIDE

By: John J. Benoit
Chair, Board of Supervisors
JOHN J. BENOIT

Dated: MAY 24 2016

ATTEST:
Clerk of the Board

By: Karen Dalton
Deputy

Dated: MAY 24 2016

APPROVED AS TO LEGAL FORM:

By: Raymond M. Mistica
GREGORY P. PRIAMOS, County Counsel
Raymond M. Mistica, Deputy County Counsel

Dated: 5/10/16

WHEN DOCUMENT IS FULLY EXECUTED RETURN
CLERK'S COPY
to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.

JOINT POWERS AGREEMENT
BETWEEN
THE COUNTIES OF SAN BERNARDINO
AND RIVERSIDE
CREATING A MEDI-CAL
MANAGED CARE SYSTEM
TO BE KNOWN AS
THE INLAND EMPIRE HEALTH PLAN

SEVENTH AMENDMENT
(Adopted July 11, 2016)

MAY 24 2016 34
2016-7-132494

**AMENDMENTS TO THE JOINT POWERS AGREEMENT BETWEEN THE
COUNTIES OF SAN BERNARDINO AND RIVERSIDE CREATING A MEDI-
CAL MANAGED CARE SYSTEM TO BE KNOWN AS THE INLAND EMPIRE**

HEALTH PLAN

RECITALS:

WHEREAS, the COUNTY OF SAN BERNARDINO (hereinafter referred to as "SAN BERNARDINO") and the COUNTY OF RIVERSIDE (hereinafter referred to as "RIVERSIDE"), are the parties to the Joint Powers Agreement, approved by both parties' Boards of Supervisors on July 26, 1994, as amended, and now agree to further amend that Joint Powers Agreement document between them:

NOW, THEREFORE, the following amendments are made to the Joint Powers Agreement:

- A. All references to the "Finance Director" in the Joint Powers Agreement shall be replaced with "Chief Financial Officer."

- B. Section 7(b), third sentence of the first paragraph, as amended, is deleted and replaced as follows:

The Treasurer shall assume the duties described in Section 6505.5 of the Government Code, namely; receive and receipt for all money of the Agency and place in the Treasury of the Treasurer to the credit of the Agency; be responsible upon an official bond as prescribed by the Board for the safekeeping and disbursement of all Agency money so held; pay, when due, out of money of the Agency so held, all sums payable, only upon warrants of the officer performing the functions of the Controller who has been designated by the Agency or Board; verify and report in writing, in conjunction with the annual audit of the Agency, to the parties to this Agreement the amount of money held for the Agency, the amount of receipts since the last report, and the amount paid out since the last

report; and perform such other duties as are set forth in this Agreement or specified by the Board.

C. Section 7(b), second paragraph, as amended, is deleted in its entirety and moved to the last paragraph of Section 7(c), as amended.

D. Section 7(d)(1), as amended, is deleted in its entirety and replaced as follows:

(1) to appoint, remove, and transfer employees of the Agency, including management level officers, subject to the conditions of employment of these individuals as employees of the Agency, except for the Attorney of the Agency, and such others as the Board may designate;

E. Section 7(f), is deleted in its entirety and replaced as follows:

(f) Attorney for the Agency. The offices of County Counsel of the parties shall serve as counsel for the Agency, with the Riverside County Counsel acting as lead counsel among the two counties for the Agency. Riverside County Counsel shall provide legal services to the Agency, including, serving as counsel to the Governing Board. The Board may also employ by contract or otherwise, general or specialty counsel for the Agency in addition to services provided by the county counsels.

F. Section 11 Advisory Council, as amended, is deleted in its entirety and replaced as follows:

**SECTION 11. ADVISORY COUNCILS AND
COMMITTEES:**

(a) The Board or the Chief Executive Officer may establish any advisory body or committee as deemed appropriate or necessary.

G. Section 13, is deleted in its entirety and replaced as follows:

SECTION 13. NOTICES

Notices required or permitted hereunder shall be sufficiently given if made in writing and delivered either personally or upon deposit into the U.S. Mail, first class, postage prepaid to:

SAN BERNARDINO COUNTY

Administrative Office
County Government Center
385 N. Arrowhead Ave., 5th Floor
San Bernardino, CA 92415
Attn: Chief Executive Officer

RIVERSIDE COUNTY

Executive Office
County Administrative Center
4080 Lemon St., 4th Floor
Riverside, CA 92501
Attn: County Executive Officer

FURTHER, all other terms and conditions of the 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 signatures scanned into PDF format, shall be effective to bind them to this Amendment.

(SIGNATURE PAGE TO FOLLOW)

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

INLAND EMPIRE HEALTH PLAN

By: Bleen Zoen
Chair, IEHP Health Access

Dated: _____

ATTEST:
By: Annette M Taylor
Annette Taylor, Secretary

Dated: 7/11/16

COUNTY OF SAN BERNARDINO

By: _____
Chair, Board of Supervisors

Dated: _____

ATTEST:
Clerk of the Board

By: _____
Deputy

Dated: _____

COUNTY OF RIVERSIDE

By: _____
Chair, Board of Supervisors

Dated: _____

ATTEST:
Clerk of the Board

By: _____
Deputy

Dated: _____

APPROVED AS TO LEGAL FORM:

By: _____
GREGORY P. PRIAMOS, County Counsel
Raymond M. Mistica, Deputy County Counsel

Dated: _____

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

INLAND EMPIRE HEALTH PLAN

By: _____
Chair, IEHP Health Access

Dated: _____

ATTEST:

By: _____
Annette Taylor, Secretary

Dated: _____

COUNTY OF SAN BERNARDINO

By: _____
Chair, Board of Supervisors

James Ramos
MAY 24 2016

DATED: _____

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD LAURA H. WELCH Clerk of the Board of Supervisors of the County of San Bernardino

By _____
Deputy



COUNTY OF RIVERSIDE

By: _____
Chair, Board of Supervisors

Dated: _____

ATTEST:
Clerk of the Board

By: _____
Deputy

Dated: _____

APPROVED AS TO LEGAL FORM:

By: _____
GREGORY P. PRIAMOS, County Counsel
Raymond M. Mistica, Deputy County Counsel

Dated: _____

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

INLAND EMPIRE HEALTH PLAN

By: _____
Chair, IEHP Health Access

Dated: _____

ATTEST:

By: _____
Annette Taylor, Secretary

Dated: _____

COUNTY OF SAN BERNARDINO

By: _____
Chair, Board of Supervisors

Dated: _____

ATTEST:

Clerk of the Board

By: _____
Deputy

Dated: _____

COUNTY OF RIVERSIDE

By: John J. Benoit
Chair, Board of Supervisors
JOHN J. BENOIT

Dated: MAY 24 2016

ATTEST:

Clerk of the Board

By: Kalambayan
Deputy

Dated: MAY 24 2016

APPROVED AS TO LEGAL FORM:

By: Raymond M. Mistica
GREGORY P. PRIAMOS, County Counsel
Raymond M. Mistica, Deputy County Counsel

Dated: 5/10/16

(EXHIBIT A)

The Seventh Amendment to the Inland Empire Health Plan Joint Powers Agreement revises pertinent sections of the Agreement as follows:

- A. All references to the “Finance Director” in the Joint Powers Agreement will be replaced with “Chief Financial Officer.”
- B. Section 7(b), third sentence of the first paragraph, previously provided the following text:

“The Treasurer shall assume the duties described in Section 6505.5 of the Government Code, namely; receive and receipt for all money of the Agency and place in the Treasury of the Treasurer to the credit of the Agency; be responsible upon an official bond as prescribed by the Board for the safekeeping and disbursement of all Agency money so held; pay, when due, out of money of the Agency so held, all sums payable, only upon warrants of the officer performing the functions of the Controller who has been designated by the Agency or Board; verify and report in writing on the first day of July October, January and April of each year to the Agency and the parties to this Agreement the amount of money held for the Agency, the amount of receipts since the last report, and the amount paid out since the last report; and perform such other duties as are set forth in this Agreement or specified by the Board.”

It is amended to read as follows:

“The Treasurer shall assume the duties described in Section 6505.5 of the Government Code, namely; receive and receipt for all money of the Agency and place in the Treasury of the Treasurer to the credit of the Agency; be responsible upon an official bond as prescribed by the Board for the safekeeping and disbursement of all Agency money so held; pay, when due, out of money of the Agency so held, all sums payable, only upon warrants of the officer performing the functions of the Controller who has been designated by the Agency or Board; verify and report in writing, in conjunction with the annual audit of the Agency, to the parties to this Agreement the amount of money held for the Agency, the amount of receipts since the last report, and the amount paid out since the last report; and perform such other duties as are set forth in this Agreement or specified by the Board.”

- C. Section 7(b), second paragraph, previously provided the following text:

“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.”

This provision is moved to the last paragraph under Section 7(c) related to the Controller’s duties.

D. Section 7(d)(1) previously provided the following text:

“(1) to appoint, remove and transfer employees of the Agency, including management level officers, except for the Treasurer, Controller and Attorney of the Agency, and such others as the Board may designate;”

It is amended to read as follows:

“(1) to appoint, remove, and transfer employees of the Agency, including management level officers, subject to the conditions of employment of these individuals as employees of the Agency, except for the Attorney of the Agency, and such others as the Board may designate;”

E. Section 7(f) previously provided the following text:

“(f) Attorney for Agency. The offices of County Counsel of the parties shall serve as counsel to the Agency, with the Riverside County Counsel acting as lead counsel for the Agency. The Board may employ by contract or otherwise, specialty counsel.”

It is amended to read as follows:

“(f) Attorney for the Agency. The offices of County Counsel of the parties shall serve as counsel for the Agency, with the Riverside County Counsel acting as lead counsel among the two counties for the Agency. Riverside County Counsel shall provide legal services to the Agency, including, serving as counsel to the Governing Board. The Board may also employ by contract or otherwise, general or specialty counsel for the Agency in addition to services provided by county counsels.”

F. Section 11 previously provided the following text:

“Section 11. Advisory Council and Committees:

(a) There is hereby established within the Agency a Public Policy Participation Committee, which will have a minimum 51% of its membership drawn from recipients of medical services from the Agency and who reside within San Bernardino or Riverside County, which shall be a standing committee of the governing board of the Agency, and which shall report directly to the Board of the Agency.

(b) There is hereby established within the Agency two Provider Advisory Councils. One Council shall consist of providers of medical services from the County of San Bernardino and one Council shall consist of providers of medical services from the County of Riverside.

(c) The Board may establish such other advisory bodies, or committees deemed appropriate.

(d) The Board shall establish the responsibility, composition and terms of the advisory council members, approve the Public Policy Participation Committee members, and the committee members.

(e) The two Provider Advisory Councils shall report to the Chief Executive Officer of the Agency. The Public Policy Participation Committee shall report directly to the Board of the Agency.”

It is amended to read as follows:

“(a) The Board or the Chief Executive Officer may establish any advisory body or committee as deemed appropriate or necessary.”

G. Section 13 previously provided the following text:

“SECTION 13. NOTICES

Notices required or permitted hereunder shall be sufficiently given if made in writing and delivered either personally or upon deposit into the U.S. Mail, first class, postage prepaid to:

SAN BERNARDINO
Director of San Bernardino County
Medical Center
780 East Gilbert Street
San Bernardino, CA 92415-0935”

RIVERSIDE
Director of Health Services Agency
4065 County Circle Drive
Riverside, CA 92503

It is amended to read as follows:

“SECTION 13. NOTICES

Notices required or permitted hereunder shall be sufficiently given if made in writing and delivered either personally or upon deposit into the U.S. Mail, first class, postage prepaid to:

SAN BERNARDINO
Administrative Office
County Government Center
385 N. Arrowhead Ave., 5th Floor
San Bernardino, CA 92415
Attn: Chief Executive Officer

RIVERSIDE
Executive Office
County Administrative Center
4080 Lemon St., 4th Floor
Riverside, CA 92501
Attn: County Executive Officer”

The First Amendment to the IEHP Health Access Joint Powers Agreement revises pertinent sections of the Agreement as follows:

- A. All references to “Chief Finance Officer” are deleted and replaced with “Chief Financial Officer.”
- B. Section 7(b), second sentence, previously provided the following text:

“The Treasurer shall have the custody of the Agency’s money and disburse the Agency funds pursuant to the accounting procedures of the County of Riverside.”

It is amended to read as follows:

“The Treasurer shall have the custody of the Agency’s money and disburse the Agency funds pursuant to the accounting procedures developed in accordance with the provisions of this Agreement, the Act, and with those procedures established by the Board.”

- C. Section 7(d)(1) previously provided the following text:

“(1) to appoint, remove and transfer employees of the Agency, including management level officers, subject to the conditions of employment of these individuals as employees of the Agency, except for the Treasurer, Controller and Attorney of the Agency and such others as the Board may designate;”

It is amended to read as follows:

“(1) to appoint, remove and transfer employees of the Agency, including management level officers, subject to the conditions of employment of these individuals as employees of the Agency, except for the Attorney of the Agency and such others as the Board may designate;”

- D. Section 7(d)(3) previously provided the following text:

“(3) authorize expenditures whenever the Board shall have approved and authorized any work, improvement or task and shall have budgeted or appropriated the necessary money therefore;”

It is amended to read as follows:

“(3) to enter into contracts or authorize expenditures whenever the Board shall have approved and authorized any work, improvement, task and shall have budgeted or appropriated the necessary money therefore;”

- E. Section 7(f) previously provided the following text:

“(f) Attorney for the Agency. The offices of County Counsel of the parties shall serve as counsel to the Agency, with the Riverside County Counsel acting as lead counsel for the Agency. The Board may employ by contract or otherwise, specialty counsel.”

It is amended to read as follows:

“(f) Attorney for the Agency. The offices of County Counsel of the parties shall serve as counsel for the Agency, with the Riverside County Counsel acting as lead counsel among the two counties for the Agency. Riverside County Counsel shall provide legal services to the Agency, including, serving as counsel to the Governing Board. The Board may also employ by contract or otherwise, general or specialty counsel for the Agency in addition to services provided by the county counsels.”

F. Section 12 is deleted in its entirety. It previously provided the following text:

“Section 12. INDEMNIFICATION AND DEFENSE OF EMPLOYEES

(a) The following definitions shall apply to the Agency:

(1) “Directors” shall include the following: Members of the Governing Board of Directors of the Agency, Chief Executive Officer, and any top management level employees of the Agency.

(2) “Officers” shall include all individuals who are defined as “Directors” herein, the Treasurer, Controller, and Attorney(s) for the Agency as defined herein.

(3) “Employees” shall mean all persons employed by the Agency.

(4) “Committee Members” shall mean all persons appointed by the Governing board to any advisory committee or committees of the Agency, all persons designated by the Chief Executive Officer, pursuant to Board instruction, to any advisory committee or committees of the Agency.

(b) With respect to any civil claim or action against any Director, Officer, Employee, Board Member, Committee Member, or a person who formerly occupied such position, for an injury arising out of an act or omission occurring with the scope of such person’s duties, the Agency shall indemnify, hold harmless and defend such person to the full extent permitted or required under applicable sections of the California Government Code.

(c) Nothing herein shall be construed to require the Agency to indemnify and hold harmless any Director, Officer, Employee, Board Member, Committee Member, or a person who formerly occupied such position, if the Agency has elected to conduct the defense of such person(s) pursuant to an agreement reserving the Agency’s right not to pay a judgment, compromise or settlement until it is established that the injury arose out of an act or omission occurring within the scope of his or her duties with the Agency.

(d) Nothing herein shall be construed to require the Agency to indemnify, or to provide a defense for any Director, Officer, Employee, Board Member, Committee Member, or a person who formerly occupied such position where the individual has acted in an illegal, willful or intentionally negligent manner giving rise to the claim, or litigation.

(e) In the instance where the Agency has contracted with Inland Empire Health Plan for administrative services, the provisions of this section shall be applicable in any instance where a civil claim or action arises for activities related to the Agency.”

G. Section 13 previously provided the following text:

“SECTION 13. ADVISORY COUNCIL

(a) The Board may establish any advisory body, or committee as deemed appropriate. The Board shall establish the responsibility, composition and terms of the advisory body members.”

It is renumbered to “Section 12” and amended to read as follows:

“Section 12. ADVISORY COUNCILS AND COMMITTEES

(a) The Board or the Chief Executive Officer may establish any advisory body or committee as deemed appropriate and necessary.”

H. Section 14 is re-numbered to “Section 13.”

I. Section 15 is re-numbered to “Section 14.” In addition, the notices information for Inland Empire Health Plan was updated to read as follows:

“INLAND EMPIRE HEALTH PLAN

10801 6th Street
Rancho Cucamonga, CA 91730
Attn: Chief Executive Officer”

Additionally, the notices information for San Bernardino County was updated to read as follows:

“SAN BERNARDINO COUNTY

Administrative Office
County Government Center
385 N. Arrowhead Ave., 5th Floor
San Bernardino, CA 92415
Attn: Chief Executive Officer”

J. Section 16 is re-numbered to "Section 15."

K. Section 17 is re-numbered to "Section 16."

L. Section 18 is re-numbered to "Section 17."

M. Section 19 is re-numbered to "Section 18."

All other terms and conditions of both Joint Powers Agreements, as amended shall be unchanged, and shall remain in full force and effect.