

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



ITEM: 3.21
(ID # 24454)

MEETING DATE:
Tuesday, March 12, 2024

FROM : SUPERVISOR KAREN SPIEGEL:

SUBJECT: SUPERVISOR KAREN SPIEGEL: Approve the Third Amendment to the Inland Empire Health Plan (IEHP) Health Access Joint Powers Agreement.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Third Amendment to the Inland Empire Health Plan (IEHP) Health Access Joint Powers Agreement ("JPA") as approved by the IEHP Health Access Governing Board.

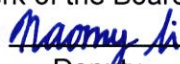
ACTION:


Supervisor Karen Spiegel, Supervisor 2nd District 3/7/2024

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: March 12, 2024
xc: BOS-Dist. 2

Kimberly A. Rector
Clerk of the Board
By: 
Deputy

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

BACKGROUND:

In 1994, the Board of Supervisors for the Counties of Riverside and San Bernardino established the Inland Empire Health Plan (IEHP), 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 Centers for Medicaid and Medicare, a companion healthcare plan, IEHP Health Access was created by the Counties on May 3, 2005 to service non Medi-Cal membership of Inland Empire Health Plan. The IEHP Health Access JPA agreement provides that IEHP Health Access will have a management agreement for all administrative services with Inland Empire Health Plan.

The Governing Board of IEHP Health Access is the same as for Inland Empire Health Plan.

Section 4(a) in both Inland Empire Health Plan and IEHP Health Access' Joint Powers Agreements does explicitly state that the parties may amend the Agreements by mutual written consent. Riverside and San Bernardino Counties are the parties to these JPAs, and therefore, any amendments or revisions to the JPA must be approved in writing by these county parties.

The IEHP Health Access JPA was amended two times – in 2016 and 2020. This Third Amendment to the Agreement will reflect that the purpose of IEHP Health Access will be to provide health care services for eligible persons. The Amendment will also permit IEHP Health Access to appoint and employ a Chief Executive Officer, as well as Treasurer and Controller. Other terms and conditions of the Agreement that are not addressed by the Third Amendment will remain unchanged.

RECOMMENDED ACTION:

The Governing Board of Inland Empire Health Access approved the Amendment as proposed during their regularly scheduled Governing Board Meeting on February 5, 2024, and has submitted it to the County Board of Supervisors with a recommendation for approval and execution.

ATTACHMENT:

1. Third Amendment to the Inland Empire Health Plan (IEHP) Health Access JPA

**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: Chuck Washington
Chair, Board of Supervisors
CHUCK WASHINGTON

Date: _____

Date: 3/12/2024

ATTEST:
Clerk of the Board

ATTEST:
Clerk of the Board
KIMBERLY A. RECTOR

By: _____
Deputy

By: Naomy Li
Deputy

Date: _____

Date: 3/12/2024

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

By: _____
Chair, Governing Board

Date: _____

ATTEST:

By: _____
Annette Taylor, Secretary

Date: _____

FORM APPROVED COUNTY COUNSEL

BY: Gregg M. Gu 4.7.24
GREGG M. GU DATE

MAR 12 2024 3:21

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: *Dawn Rowe*
Chair, Board of Supervisors

By: _____
Chair, Board of Supervisors

Date: MAR 26 2024

Date: _____

ATTEST:
Clerk of the Board

ATTEST:
Clerk of the Board

By: _____
Deputy

By: _____
Deputy

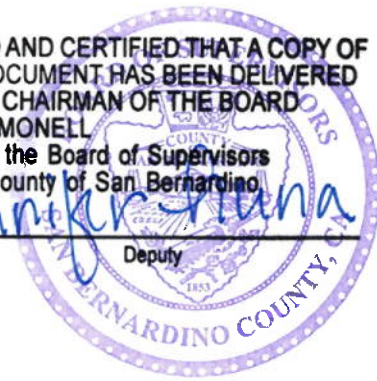
Date: _____

Date: _____

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

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 of the County of San Bernardino

By: *Lynna Monell*
Deputy



DocuSigned by:

By: *[Signature]*
Chair, Governing Board

Date: 02/05/24

ATTEST:

DocuSigned by:

By: *[Signature]*
Annette Taylor, Secretary

Date: 02/05/24