

**COUNTY OF TULARE**  
**GRANT AGREEMENT**  
**American Rescue Plan Act Funds**

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**THIS GRANT AGREEMENT** (“Agreement”) is entered into effective as of \_\_\_\_\_, 2024, between the **COUNTY OF TULARE**, a political subdivision of the State of California (“TULARE COUNTY”), and the **SAN JOAQUIN VALLEY INSURANCE AUTHORITY**, a joint powers agency (“GRANTEE”). TULARE COUNTY and GRANTEE is each a “Party” and together are the “Parties” to this Agreement, which is made with reference to the following:

A. On March 11, 2021, the American Rescue Plan Act (“ARPA”) was signed into law by President Biden. This legislation authorizes more than \$1.9 trillion in relief funds to address the continued impact of the COVID-19 pandemic on the economy, public health, state and local governments, individuals, and businesses.

B. The Coronavirus State and Local Fiscal Recovery Funds (“SLFRF”), established by ARPA and administered by the U.S. Department of the Treasury, provides \$350 billion in emergency funding for state, local, territorial, and Tribal governments. Eligible state, territorial, metropolitan city, county, and Tribal governments will be able to access funding directly from the Treasury Department to assist communities as they recover from the pandemic. This funding includes:

- \$195 billion for states, (a minimum of \$500 million for each State).
- \$130 billion for local governments (a minimum of \$1.25 billion per state is provided by the statute inclusive of the amounts allocated to local governments within the state).
- \$20 billion for tribal governments; and
- \$4.5 billion for territories.

C. ARPA will provide needed relief to state, local, and Tribal governments to enable them to continue to support the public health response and lay the foundation for a strong and equitable economic recovery. In addition to helping these governments address the revenue losses they have experienced as a result of the crisis, it will help them cover the costs incurred due responding to the public health emergency and provide support for a recovery – including through assistance to households, small businesses and nonprofits, aid to impacted industries, and support for essential workers. It will also provide resources for state, local, and Tribal governments to invest in infrastructure, including water, sewer, and broadband services.

D. SLFRF monies provide substantial flexibility for each jurisdiction to decide how to best meet the needs of their local communities including support for households, small businesses, impacted industries, essential workers, and the communities hardest hit by the pandemic. In addition to allowing for flexible spending up to the level of their revenue loss, recipients can use funds to:

- To respond to the public health emergency or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality.
- To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers.
- For the provision of government services to the extent of the reduction in revenue due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year prior to the emergency.
- To make necessary investments in water, sewer, or broadband infrastructure.

E. Local governments will receive funds in two tranches, with 50% allocated in May of 2021 and the balance delivered approximately 12 months later. SLFRF monies are subject to the requirements specified in the Final

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Rule adopted by the U.S. Department of the Treasury on January 6, 2022 (the “Final Rule”), which Final Rule is attached hereto as **Exhibit A**, as explained in the “Compliance and Reporting Guidance for State and Local Fiscal Recovery Funds” issued by the U.S. Department of the Treasury on June 17, 2021 (the “Compliance and Reporting Guidance”), which Compliance and Reporting Guidance is attached hereto as **Exhibit B**.

F. The County of Tulare will receive up to \$90,552,914 in direct funding from said SLFRF, on condition that the County will follow the proposed uses of the funds provided under the applicable provisions of the Interim Final Rule and said Compliance and Reporting Guidance.

G. At the direction of the Board of Supervisors, the County Administrative Officer developed a spending plan for eligible uses of said SLFRF monies (the “County Spending Plan”), which County Spending Plan was approved by the Board of Supervisors on August 24, 2021, and was last updated July 25, 2023 and is attached hereto as **Exhibit C**.

H. Said County Spending Plan makes funding available for reimbursement for COVID related cost medical cost, and GRANTEE has applied for an allocation of funds for those purposes.

I. TULARE COUNTY is willing to make funds available to GRANTEE for said purposes under the terms of this Agreement and GRANTEE is willing to accept such funds accordingly.

**NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

**1. TERM:** This Agreement becomes effective as of \_\_\_\_\_, 2024, and expires at 11:59 PM on December 31, 2026, unless its term is extended by written amendment, or it is earlier terminated as provided in TULARE COUNTY’S GENERAL AGREEMENT TERMS AND CONDITIONS referenced below.

**2. AMOUNT OF GRANT AND USES:** TULARE COUNTY hereby grants funds to GRANTEE in the amount and for the purposes and subject to the terms and conditions shown in the attached **Exhibit D**, and GRANTEE hereby accepts such funds and shall use them in accordance with said **Exhibit D**.

**3. U.S. TREASURY FINAL RULE, COMPLIANCE AND REPORTING GUIDANCE, AND TULARE COUNTY SPENDING PLAN:** The terms and conditions of the Final Rule, the Compliance and Reporting Guidance, and the County Spending Plan are hereby incorporated into and made a part of this Agreement and GRANTEE shall abide by said terms and conditions in its performance under this Agreement. The SLFRF Final Rule can be viewed at <https://home.treasury.gov/system/files/136/SLFRF-Final-Rule.pdf>

**4. GENERAL AGREEMENT TERMS AND CONDITIONS:** TULARE COUNTY’S “General Agreement Terms and Conditions (Form revision approved as of 01/01/2021)” are hereby incorporated by reference and made a part of this Agreement as if fully set forth herein. TULARE COUNTY’S “General Agreement Terms and Conditions” can be viewed at <http://tularecountycounsel.org/default/index.cfm/public-information/>

**5. NOTICES:** (a) Except as may be otherwise required by law, any notice to be given must be written and must be either personally delivered, sent by facsimile transmission, or sent by first class mail, postage prepaid and addressed as follows:

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**TULARE COUNTY:**

Jason T. Britt  
County Administrative Officer  
County of Tulare  
2800 W. Burrel Ave  
Visalia, CA 93291  
Phone No.: (559) 636-5005  
Fax No.: (559) 733-6318

**GRANTEE:**

Hollis Magill  
Assistant Manager  
San Joaquin Valley Insurance Authority  
2220 Tulare St., 16<sup>th</sup> Floor  
Fresno, CA 93721  
Phone No.: (559) 600-1800  
Fax No.: (559) 455-4790

(b) Notice personally delivered is effective when delivered. Notice sent by facsimile transmission is deemed to be received upon successful transmission. Notice sent by first class mail will be deemed received on the fifth calendar day after the date of mailing. Either Party may change the above address by giving written notice under this section.

**6. AUTHORITY:** GRANTEE represents and warrants to TULARE COUNTY that the individual(s) signing this Agreement on its behalf are duly authorized and have legal capacity to sign this Agreement and bind GRANTEE to its terms. GRANTEE acknowledges that TULARE COUNTY has relied upon this representation and warranty in entering into this Agreement.

**7. COUNTERPARTS:** The Parties may sign this Agreement in counterparts, each of which shall be deemed an original and all of which taken together form one and the same agreement. A signed copy or signed counterpart of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of a signed original or signed copy of this Agreement.

**8. MANUAL OR ELECTRONIC SIGNATURES:** The Parties may sign this Agreement by means of manual or electronic signatures. The Parties agree that the electronic signature of a Party, whether digital or encrypted, is intended to authenticate this Agreement and to have the same force and effect as a manual signature. For purposes of this Agreement, the term "electronic signature" means any electronic sound, symbol, or process attached to or logically associated with this Agreement and executed and adopted by a Party with the intent to sign this Agreement, including facsimile, portable document format, or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Cal. Civ. Code §§ 1633.1 to 1633.17), as it may be amended from time to time.

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**THE PARTIES**, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

**COUNTY OF TULARE**

Date: \_\_\_\_\_

By \_\_\_\_\_  
Chair, Board of Supervisors

**ATTEST:** Jason T. Britt, County Administrative Officer/  
Clerk of the Board of Supervisors

By \_\_\_\_\_  
Deputy

**SAN JOAQUIN VALLEY INSURANCE AUTHORITY**

Date: \_\_\_\_\_

By \_\_\_\_\_  
President, Board of Directors

**REVIEWED & RECOMMENDED FOR APPROVAL:**

By: \_\_\_\_\_  
Hollis Magill  
SJVIA Assistant Manager

Approved as to Form:  
Tulare County Counsel

By \_\_\_\_\_  
Deputy

Matter # 202313424

Attached Exhibits

- A = Final Rule.
- B = Compliance and Reporting Guidance.
- C = County's Spending Plan.
- D = Amount of Grant and Uses.

**EXHIBIT A**

**FINAL RULE**

This document can be located online at:

<https://www.govinfo.gov/content/pkg/FR-2022-01-27/pdf/2022-00292.pdf>

**EXHIBIT B**

**COMPLIANCE AND REPORTING GUIDANCE**

This document can be located online at:

<https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf>

**EXHIBIT C**  
**TULARE COUNTY'S SPENDING PLAN**  
**(ATTACHED)**

## EXHIBIT D

### AMOUNT OF GRANT AND USES

TULARE COUNTY hereby grants \$2,593,347 to GRANTEE and GRANTEE agrees to use said funds for activities consistent with the requirements of ARPA, the Final Rule, the Compliance and Reporting Guidance, and the County Spending Plan, specifically for reimbursement for COVID related expense for the County of Tulare's self-funded medical insurance plan, listed in Exhibit D, Table 1, and to comply with the terms and conditions of same.

GRANTEE will be considered to be a "subrecipient" of funds from TULARE COUNTY under same. All funds remain subject to statutory requirements that they must be used for costs incurred by the subrecipient during the period that begins on March 3, 2021, and ends on December 31, 2024, and that award funds for the financial obligations incurred by December 31, 2024, must be expended by December 31, 2026. Any funds not used by GRANTEE must be returned to TULARE COUNTY for return to U.S. Treasury.

In accordance with the terms of the award of SLFRF monies to TULARE COUNTY, and TULARE COUNTY's subaward of funds hereunder to GRANTEE, GRANTEE shall comply with the following additional requirements:

**A. Award Terms and Conditions.** The Award Terms and Conditions of the SLFRF financial assistance agreement sets forth the compliance obligations for recipients pursuant to the SLFRF statute, the Uniform Guidance, and Treasury's Final Rule. Recipients should ensure they remain in compliance with all Award Terms and Conditions. These obligations include the following items in addition to those described in the Final Rule and the Compliance and Reporting Guidance:

**1. SAM.gov Requirements.** All eligible recipients are also required to have an active registration with the System for Award Management (SAM) (<https://www.sam.gov>). To ensure timely receipt of funding, Treasury has stated that Non-entitlement Units of Government (NEUs) who have not previously registered with SAM.gov may do so after receipt of the award, but before the submission of mandatory reporting.<sup>7</sup>

**2. Recordkeeping Requirements.** Generally, your organization must maintain records and financial documents for five years after all funds have been expended or returned to Treasury, as outlined in paragraph 4.c. of the Award Terms and Conditions. Treasury may request transfer of records of long-term value at the end of such period. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats. Your organization must agree to provide or make available such records to Treasury upon request, and to any authorized oversight body, including but not limited to the Government Accountability Office ("GAO"), Treasury's Office of Inspector General ("OIG"), and the Pandemic Relief Accountability Committee ("PRAC").

**3. Single Audit Requirements.** Recipients and subrecipients that expend more than \$750,000 in Federal awards during their fiscal year will be subject to an audit under the Single Audit Act and its implementing regulation at 2 CFR Part 200, Subpart F regarding audit requirements.<sup>8</sup> Recipients and subrecipients may also refer to the Office of Management and Budget (OMB) Compliance Supplements for audits of federal funds and related guidance and the Federal Audit Clearinghouse to see examples and single audit submissions.

**4. Civil Rights Compliance.** Recipients of Federal financial assistance from the Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Pub-



lic Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 CFR part 23.

In order to carry out its enforcement responsibilities under Title VI of the Civil Rights Act, Treasury will collect and review information from recipients to ascertain their compliance with the applicable requirements before and after providing financial assistance. Treasury's implementing regulations, 31 CFR part 22, and the Department of Justice (DOJ) regulations, Coordination of Non-discrimination in Federally Assisted Programs, 28 CFR part 42, provide for the collection of data and information from recipients (see 28 CFR 42.406). Treasury may request that recipients submit data for post-award compliance reviews, including information such as a narrative describing their Title VI compliance status.

**B. Reporting Requirements.** To assist TULARE COUNTY is meeting its reporting requirements under ARPA, the Final Rule, the Compliance and Reporting Guidance, and the County Spending Plan, GRANTEE must provide the following information to TULARE COUNTY on or before the dates shown below:

<b>Project Name: Self-Funded Health Insurance Plan Covid Claims Reimbursement</b>			
<b>Expense Category: 1.6 Medical Expenses</b>			
<b>Name of Entity:</b> San Joaquin Valley Insurance Authority			
<b>Unique Entity Identifier Number:</b>			
<b>Agreement Number:</b>			
<b>Total Award: \$2,593,347</b>			
<b>Reporting Period Start Date:</b>			
<b>Reporting Period End Date:</b>			
<b>Expenditures</b>			
<b>Cumulative Expenditures to date (\$)</b>	<b>Cumulative Obligations to date (\$)</b>	<b>Current Period Expenditures</b>	<b>Current Period Obligations</b>
<b>Project Status</b>			
<b>Project Status, Select one.</b>			
Not started			
Completed less than 50%			
Completed more than 50%			
Completed			

<b>Annual Report</b>	<b>Period Covered</b>	<b>Due Date</b>
1	Award- June 30, 2022	July 15, 2022
2	July 1, 2022 – June 30, 2023	July 15, 2023
3	July 1, 2023 – June 30, 2024	July 15, 2024
4	July 1, 2024 – June 30, 2025	July 15, 2025
5	July 1, 2025 – June 30, 2026	July 15, 2026
6	July 1, 2026 – December 31, 2026	January 15, 2027



Exhibit D  
Table 1



Incurring Month	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Total
Runout Month	11	10	9	8	7	6	
<b>Total Paid Amount</b>	\$77,394.14	\$213,547.34	\$115,956.99	\$23,570.34	\$32,852.25	\$19,992.45	\$483,313.51
<b>Inpatient</b>	\$52,674.81	\$200,961.04	\$106,231.51	\$10,530.85	\$25,218.02	\$15,000.00	\$410,616.23
<b>Outpatient</b>	\$11,028.45	\$1,299.47	\$2,419.81	\$4,820.57	\$4,836.18	\$1,127.34	\$25,531.82
<b>ED</b>	\$158.17	\$257.71	\$1,362.72	\$301.21	\$0.00	\$1,126.78	\$3,206.59
<b>Professional</b>	\$13,532.71	\$11,029.12	\$5,942.95	\$7,917.71	\$2,798.05	\$2,738.33	\$43,958.87
<b>Total Visits/Admits</b>	207	234	191	138	83	71	924
<b>Inpatient</b>	4	4	4	2	3	2	19
<b>Outpatient</b>	21	16	30	13	14	8	102
<b>ED</b>	19	19	30	10	5	9	92
<b>Professional</b>	163	195	127	113	61	52	711
<b>Unique Claimants</b>	155	180	136	97	64	62	694
<b>Inpatient</b>	3	4	4	2	3	2	18
<b>Outpatient</b>	16	10	20	9	12	8	75
<b>ED</b>	12	11	16	6	3	9	57
<b>Professional</b>	131	159	101	82	51	44	568
<b>Confirmed Cases</b>	16	39	11	8	6	4	84

Exhibit D

Table 1



Incurred Month	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Total
Runout Month	23	22	21	20	19	18	17	16	15	14	13	12	
<b>Total Paid Amount</b>	\$221,992.90	\$93,286.64	\$60,044.55	\$33,896.93	\$57,153.09	\$176,325.70	\$122,838.60	\$47,565.01	\$43,721.50	\$43,490.79	\$57,281.46	\$56,046.75	\$1,013,643.92
<b>Inpatient</b>	\$77,157.34	\$7,325.98	\$21,149.32	\$3,880.80	\$19,979.28	\$108,380.08	\$74,024.00	\$21,555.58	\$21,246.58	\$19,944.59	\$21,801.17	\$36,039.65	\$432,484.37
<b>Outpatient</b>	\$9,084.63	\$31,922.69	\$9,738.09	\$11,723.54	\$9,181.56	\$17,197.86	\$20,784.81	\$960.65	\$6,103.14	\$12,813.99	\$22,394.24	\$612.18	\$152,517.38
<b>ED</b>	\$17,414.60	\$1,011.88	\$3,450.25	\$4,796.50	\$7,457.71	\$13,124.22	\$3,152.44	\$4,458.73	\$2,339.69	\$746.24	\$1,765.69	\$1,619.64	\$61,337.59
<b>Professional</b>	\$118,336.33	\$53,026.09	\$25,706.89	\$13,496.09	\$20,534.54	\$37,623.54	\$24,877.35	\$20,590.05	\$14,032.09	\$9,985.97	\$11,320.36	\$17,775.28	\$367,304.58
<b>Total Visits/Admits</b>	1761	713	371	214	350	553	391	341	235	208	250	332	5719
<b>Inpatient</b>	5	3	2	1	2	1	2	2	2	1	3	6	30
<b>Outpatient</b>	124	38	25	20	30	38	9	24	30	25	29	15	407
<b>ED</b>	54	13	24	14	19	40	33	27	22	32	25	21	324
<b>Professional</b>	1578	659	320	179	299	474	347	288	181	150	193	290	4958
<b>Unique Claimants</b>	871	402	220	148	228	308	223	218	148	145	183	220	1957
<b>Inpatient</b>	5	3	2	1	2	1	2	2	2	1	3	6	23
<b>Outpatient</b>	77	30	19	18	19	25	8	17	20	18	21	10	238
<b>ED</b>	29	9	13	8	14	22	19	16	12	18	15	11	173
<b>Professional</b>	818	373	192	124	199	275	198	192	122	114	154	203	1803
<b>Confirmed Cases</b>	253	65	20	13	45	101	62	60	16	16	30	54	735

Exhibit D  
Table 1



Incurred Month	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Total
Runout Month	35	34	33	32	31	30	29	28	27	26	25	24	
<b>Total Paid Amount</b>	\$86,827.55	\$105,050.31	\$41,513.71	\$18,026.79	\$24,485.55	\$17,826.01	\$129,642.94	\$276,774.06	\$104,240.91	\$171,593.41	\$193,695.46	\$195,656.29	\$1,365,332.99
<b>Inpatient</b>	\$25,114.28	\$17,285.43	\$15,861.60	\$2,851.20	\$0.00	\$0.00	\$54,340.09	\$167,981.55	\$22,588.20	\$98,667.28	\$141,040.68	\$128,096.58	\$673,826.89
<b>Outpatient</b>	\$3,944.88	\$3,988.43	\$5,339.24	\$3,550.22	\$4,758.85	\$9,137.80	\$48,867.41	\$16,507.36	\$9,290.42	\$10,556.21	\$8,360.70	\$10,380.83	\$134,682.35
<b>ED</b>	\$8,146.45	\$58,498.68	\$3,858.60	\$1,261.59	\$7,090.08	\$124.73	\$4,024.00	\$3,411.82	\$12,476.33	\$4,779.62	\$5,522.37	\$7,176.27	\$116,370.54
<b>Professional</b>	\$49,621.94	\$25,277.77	\$16,454.27	\$10,363.78	\$12,636.62	\$8,563.48	\$22,411.44	\$88,873.33	\$59,885.96	\$57,590.30	\$38,771.71	\$50,002.61	\$440,453.21
<b>Total Visits/Admits</b>	835	453	366	238	275	193	357	710	975	896	644	741	6683
<b>Inpatient</b>	3	4	3	1	0	0	5	2	2	7	1	2	30
<b>Outpatient</b>	54	24	64	45	67	63	84	93	115	112	96	112	929
<b>ED</b>	24	19	25	17	14	14	12	25	21	22	25	29	247
<b>Professional</b>	754	406	274	175	194	116	256	590	837	755	522	598	5477
<b>Unique Claimants</b>	492	268	211	147	168	133	215	467	602	519	367	421	2181
<b>Inpatient</b>	3	4	3	1	0	0	5	2	2	7	1	2	28
<b>Outpatient</b>	33	15	47	31	47	48	65	72	85	87	75	77	511
<b>ED</b>	11	11	13	9	9	8	7	15	13	12	16	14	123
<b>Professional</b>	460	248	167	115	129	89	159	401	526	446	300	353	1945
<b>Confirmed Cases</b>	83	40	23	16	11	11	31	52	60	53	40	34	454