

Amendment 1 To Participation Agreement

THIS AMENDMENT 1 to the Agreement, number 22-011, is made and entered into as of the date of last signature (“Amendment Effective Date”), by and between County of Fresno, a political subdivision of the State of California, hereinafter referred to as “Participant”, and Manifest MedEx (“MX”) a non-profit public benefit corporation, whose address is 6001 Shellmound St., Suite 500, Emeryville, CA 94608, hereinafter referred to as “MX” (collectively the “parties”).

A. Participant and MX have entered into that certain Participation Agreement effective January 4th, 2022 (“Agreement”), which sets forth their respective rights, obligations and duties regarding the Agreement; and

B. Participant and MX wish to amend the Agreement to permit the issuance of SOWs (defined below) under the Agreement.

NOW, THEREFORE, for and in consideration of the recitals above and the mutual covenants and conditions contained herein, Participant and MX agree to the following additional terms:

1. **CVHIE.** The Parties acknowledge that Central Valley Health Information Exchange (“HIO”) has dissolved its operation and is no longer providing Services to Participant. Pursuant to Article 11.4 “HIO Termination” of Exhibit 2.a “Terms and Conditions” to the Agreement, the Agreement remains in full force and effect by and between Participant and MX.
2. **Acknowledgement.** Participant acknowledges that Amendment 1 is required to assist the Participant to comply with the objectives adopted by its Board of Supervisors in expenditure of American Rescue Plan Act State and Local Fiscal Recovery Funds (ARPA-SLFRF) for the County Integrated Data Sharing System/Community Information Exchange and Rural Mobile Health.
3. **Terms and Conditions.**
 - a. The language set forth in Exhibit 2.a., Terms and Conditions of the Participation Agreement, Article 12.6 “Federal Reporting Requirements” is amended to add the following:

To the extent required by law and applicable to the Services being provided, MX shall provide required documentation in compliance with ARPA Federal Terms and Conditions (FTC), attached hereto as Exhibit 3.a.1 and incorporated by this reference. The Parties acknowledge and agree that MX does not participate in SAM and is not being awarded any funds thereunder.
 - b. The language set forth in Exhibit 2.a., Terms and Conditions of the Participation Agreement, Article 12.12 “Exhibits,” of the Agreement is deleted in its entirety and replaced with the following:

“12.12 Exhibits and Statements of Work. All exhibits and attachments to the Agreement are incorporated into the Agreement and are a part of the Agreement. The Participants respective Director of Public Health or designee are hereby granted signature authority and authority to negotiate prices for services that are not explicitly listed within the Agreement. Details on specific Services and corresponding pricing (as set forth in the Participant Agreement) may be specified in separate Statements of Work (“SOWs”) to this Agreement, with terms on which

MX and Participant may agree therein. In such event, the initial SOW shall be designated Exhibit 3.a. and each new additional SOW shall be consecutively numbered (e.g.; Exhibit 3.b., 3.c., 3.d., etc.). Upon mutual execution, such new SOW shall be deemed attached to this Agreement and incorporated herein by reference. In the event of any conflict between the terms of the Agreement and an SOW, the terms of this Agreement shall govern unless the SOW expressly references the conflicting provision in this Agreement and provides that the provision in the SOW shall govern.”

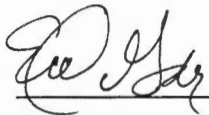
4. **Statement of Work #1.** Exhibit 3.a, Statement of Work #1, attached hereto, shall be added to the Agreement as Exhibit 3.a.

[Remainder of page intentionally left blank]

This Amendment is hereby incorporated into the Agreement by reference. All other terms, conditions and obligations of the Agreement are hereby ratified, reaffirmed and remain in full force and effect. Signatures submitted electronically including by means such as DocuSign or scanned PDFs shall be deemed original signatures of the parties and shall be valid and binding upon the parties hereto.

ACKNOWLEDGED, ACCEPTED AND AGREED TO:

**Manifest MedEx, a California
nonprofit public benefit
corporation**

By: 

Name: Erica Galvez

Title: CEO

Date: 5/6/2024

County of Fresno

By: 

Name: Nathan Magsig

Title: Chairman of the Board of
Supervisors of the County of
Fresno

Date: 5-21-2024

ATTEST:
BERNICE E. SEIDEL
Clerk of the Board of Supervisors
County of Fresno, State of California

By  Deputy

For Accounting use only:

Org No.: 56208520
Org No.: 56201019
Account No.: 7295
Fund No.: 0001
Subclass No.: 10000

EXHIBIT 3.a

STATEMENT OF WORK #1 MX SOW to Support Fresno County Community Information Exchange

This Statement of Work (“SOW”), is made and entered into as of the date of last signature, by and between Manifest MedEx (“MX”) and County of Fresno (“Participant”) is issued pursuant to the Participation Agreement, (as amended, the “Agreement”) dated January 4, 2022, between MX and Participant, and incorporates all of the terms and conditions therein.

Pursuant to the Agreement, MX has agreed to perform certain Services in accordance with written Statements of Work, such as this one, entered into from time-to-time.

American Rescue Plan Act State and Local Fiscal Recovery Funds (ARPA-SLFRF)” means the consolidated 2021 bill found in H.R. 1319, Public Law 117-2”.

The parties hereby agree as follows:

1. **Term.** The term of this SOW shall be February 1, 2024 through June 30, 2025.
2. **Scope & Fees.** Under this SOW, MX will endeavor to determine the necessary policy and technical infrastructure requirements for supporting County Integrated Data System (IDS) and Suicide Prevention Data Flow for Children (“Youth Suicide Prevention”), such efforts to include:
 - a. **Policy:**
 - i. **Service Description:** MX will develop a policy framework to support ongoing data exchange between providers, public health, county behavioral health, and school districts/schools for patients who are minors, providing recommendations for both MX and Participant best practices and potential policies. These findings, along with independent review and analysis by Participant legal counsel, will inform the parameters for data exchange for Youth Suicide Prevention.
 - ii. **Fees:** For the Services provided in this Section, Participant shall pay to MX a fee of \$120,000; \$60,000 payable upon execution of this SOW, and \$60,000 payable upon delivery of a draft policy framework to Participant by six (6) months.
 - b. **Collaboration:**
 - i. **Service Description.** MX will work with Participant and Participant stakeholders to further define existing and novel data flows for Youth Suicide Prevention, including how and where relevant data is captured, triggers for data transmission, user permissions, and user technology needs, including infrastructure and user interfaces. This collaborative analysis will also identify any additional or ancillary technology beyond MX’s current technology that is required to enable the Youth Suicide Prevention use case. To support alignment between MX’s solutioning and Participant expectations, Participant will include MX in the workgroups listed below and MX will provide at least one representative for each workgroup that will attend all regular meetings and provide subject matter expertise. At a minimum, Participant and MX will confirm mutual understanding of the policy and technical requirements in writing, including desired data elements and data output required to fulfill Participant project goals:
 1. Youth Suicide Prevention Technical Workgroup
 2. Legal Framework/Data Sharing Agreements Workgroup, including legal compliance assessment.

- ii. Fees. For the Services provided in this Section, Participant shall pay to MX a fee of \$80,000; \$40,000 payable upon execution of this SOW, and \$40,000 payable upon the conclusion of the Workgroups, which are anticipated to run approximately until January 31, 2025.
 - c. Implementation of Pilot:
 - i. Service Description:
 - 1. Provided that the policy work and collaboration efforts set forth in Sections 2.a and 2.b above (collectively “Requirements Work”) conclude that the desired data sharing associated with Youth Suicide Prevention is commercially feasible for the Parties, MX will implement a notification service (“MX Notify”) that alerts Participant when a Patient of Participant is: (i) seen in the emergency department of Participant or an NP Participant; or (ii) admitted to or discharged from the hospital of Participant or an NP Participant; subject to any limitations, consents, or other requirements determined in the Requirements Work. Notifications will be based on the patient panels submitted by Participant. To the extent that meeting the policy and/or technical requirements for the Youth Suicide Prevention use case requires MX to acquire, build, or implement new technology, including but not limited to methods for consent management, MX and Participant will agree on implementation and associated fees prior to MX implementing it.
 - 2. Following implementation, MX will support MX Notify for Youth Suicide Prevention in production for a period of three (3) months (“Pilot Period”) during which time the project teams will evaluate how well the MX Notify solution meets the use case requirements and stakeholder needs. This will allow MX to adjust the solutioning as needed to better support the Youth Suicide Prevention use case and identify the extent to which the solution is extensible to other County IDS use cases. Continued use of MX Notify by Participant for Youth Suicide Prevention and/or other County IDS use cases following the Pilot Period will require an amendment that will include ongoing fees.
 - 3. For purposes of clarity, MX shall not be required to implement MX Notify in the event that the Requirements Work deems the data sharing associated with Youth Suicide Prevention legally impermissible or commercially infeasible for MX, as determined in MX’s sole reasonable discretion.
 - ii. Fees: In the event that MX implements MX Notify for Youth Suicide Prevention without implementing additional or ancillary technology to support the use case, Participant shall pay to MX a fee of \$15,000 under this SOW.
 - d. Additional Hourly Work at Participant’s Request: Participant may request, and MX may agree to perform, additional Services on a time and material basis, invoiced monthly, at a rate of \$200 per hour, up to a maximum of \$200,000 without requiring an amendment to this SOW. MX shall submit a proposal for review and approval by Participant prior to conducting Additional Work under this Section 2(d) of the SOW.
3. **Total Fees.** The total fees paid pursuant to this SOW are not to exceed \$415,000
4. **Point of Contact.** The following individuals shall serve as designated points of contact for the Services set forth in this SOW:
 - a. MX: Manifest MedEx
Attn: Leslie Goodyear-Moya, Senior Advisor, Strategic Initiatives

6001 Shellmound St., Suite 500, Emeryville, CA 94608
E-mail: leslie.goodyear-moya@manifestmedex.org

b. For Participant.

Count of Fresno, a political subdivision of the State of California
Attn: David Luchini, Director
Department of Public Health
1221 Fulton Street
Fresno, CA 93721

E-mail: dluchini@fresnocountyca.gov

c. Attn: Susan Holt, Interim Director
Department of Behavioral Health
1925 E. Dakota Ave.
Fresno, CA 93726

E-mail: sholt@fresnocountyca.gov

EXHIBIT 3.a.1

U.S. DEPARTMENT OF THE TREASURY CORONAVIRUS LOCAL FISCAL RECOVERY FUND TERMS AND CONDITIONS

1. Use of Funds.
 - a) Contractor understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b) Contractor will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
2. Maintenance of and Access to Records.
 - a) Contractor shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b) The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Contractor in order to conduct audits or other investigations.
 - c) Records shall be maintained by Contractor for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
3. Compliance with Applicable Law and Regulations.
 - a) Contractor agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, and guidance issued by Treasury regarding the foregoing. Contractor also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Contractor shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.

- b) Federal regulations applicable to this award include, without limitation, the following:
- i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F - Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
 - iv. Contractor Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - v. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vi. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - vii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
- c) Statutes and regulations prohibiting discrimination applicable to this agreement include, without limitation, the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's
 - ii. implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

- iii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color,
 - iv. religion, national origin, sex, familial status, or disability;
 - v. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - vi. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - vii. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
4. Hatch Act. Contractor agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
5. False Statements. Contractor understands that making false statements or claims in connection with this agreement is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
6. Publications. Any publications produced with funds from this agreement must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number SLFRP 3678 awarded to County of Fresno by the U.S. Department of the Treasury."
7. Debts Owed the Federal Government.

- a) Any funds paid to Contractor (1) in excess of the amount to which Contractor is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by Contractor shall constitute a debt to the federal government.
- b) Any debts determined to be owed the federal government must be paid promptly by Contractor. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Contractor knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

8. Disclaimer.

- a) The United States expressly disclaims any and all responsibility or liability to Contractor or third persons for the actions of Contractor or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b) The execution of this agreement by Contractor does not in any way establish an agency relationship between the United States and Contractor.

9. Protections for Whistleblowers.

- a) In accordance with 41 U.S.C. § 4712, Contractor may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b) The list of persons and entities referenced in the paragraph above includes the following:

- i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of Contractor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c) Contractor shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

10. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Contractor should adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

11. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Contractor should encourage its employees, and subcontractors to adopt and enforce policies that ban text messaging while driving, and Contractor should establish workplace safety policies to decrease accidents caused by distracted drivers.

12. Title VI of the Civil Rights Act of 1964. The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits Contractors of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et

seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.