

**NAPA COUNTY AGREEMENT NO. 230104B  
AMENDMENT NO. 1**

**THIS AMENDMENT NO. 1 TO AGREEMENT NO. 230104B** is effective as of the 1<sup>st</sup> day of February 2023, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and **DAVID MELLOW dba MEDICAL EMERGENCY DYNAMICS**, whose mailing address is 2442 Trower Avenue, Napa, CA 94558 hereinafter referred to as "CONTRACTOR." COUNTY and CONTRACTOR may be referred to below collectively as "Parties" and individually as "Party."

**RECITALS**

**WHEREAS**, on or about July 1, 2022, COUNTY and CONTRACTOR entered into Napa County Agreement No. 230104D (hereinafter referred to as "Agreement") for CONTRACTOR to provide cardiopulmonary resuscitation (CPR) and automated external defibrillator (AED) First Aid training to licensed Child Welfare Services Resource Families and Resource Family applicants in English and/or Spanish; and

**WHEREAS**, as of the effective date of this Amendment No. 1, the Parties wish to increase the contract maximum on page 1 of the Agreement, commencing in Fiscal Year 2022-2023, and each automatic renewal thereof, replace "Exhibit A" with "Exhibit A-1" (Scope of Work) and "Exhibit B" with Exhibit B-1" (Compensation and Expense Reimbursement), in order to extend training and certification to all Health and Human Services Agency Divisions.

**TERMS**

**NOW, THEREFORE**, for good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the Parties amend the Agreement as follows:

1. The maximum amount of payment on Page 1 of the Agreement shall be **\$10,000 Ten Thousand Dollars (\$10,000.00)**, reflecting an increase of **Five Thousand Dollars (\$5,000.00)**; provided however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered and expenses actually incurred.
2. Exhibit A is hereby replaced with "Exhibit A-1" attached hereto and incorporated by reference as set forth herein, and all references in the Agreement to Exhibit A shall refer to "Exhibit A-1" commencing as of the effective date of this Amendment No. 1.
3. Exhibit B is hereby replaced with "Exhibit B-1" attached hereto and incorporated by reference as set forth herein, and all references in the Agreement to Exhibit B

shall refer to "Exhibit B-1" commencing as of the effective date of this Amendment No. 1.

- 4. Except as provided above, the terms and conditions of the Agreement shall remain in full force and effect as originally approved and last amended.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Amendment No. 1 to Napa County Agreement No. 230104B as of the first date written above.

DAVID MELLOW dba EMERGENCY MEDICAL DYNAMICS

By   
DAVID MELLOW

"CONTRACTOR"

NAPA COUNTY, a political subdivision of the State of California

By \_\_\_\_\_  
BELIA RAMOS, Chair of the Board of Supervisors

"COUNTY"

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <i>Rachel L. Ross</i> (e-signature)</p> <p>Date: 4/10/2023</p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____</p> <p>Processed By: _____</p> <p>Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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**EXHIBIT A-1**  
**SCOPE OF WORK**

February 1, 2023 through June 30, 2023  
(and each subsequent automatic renewal)

**RESOURCES FAMILIES TRAINING**

1. The services of the CONTRACTOR are being used to prepare COUNTY Resource Families, specifically Resource Family applicants and renewals who require specific trainings for licensure, to receive adult, child and infant CPR in a hands-on setting, and to receive an accredited CPR certificate of completion.
2. CPR & First Aid Training: Several group trainings for no fewer than 10 students will be held at a location determined by mutual agreement between COUNTY and CONTRACTOR. The training cost will be \$35 per student and will be offered in both English and Spanish. CONTRACTOR will provide the training and 2-year certification and recertification. CONTRACTOR will assure that training meets the American Heart Association and Red Cross guidelines for an age appropriate CPR and first aid course.

**HHSA STAFF TRAINING**

CONTRACTOR shall provide cardiopulmonary resuscitation (CPR) and First Aid training services to staff within Napa County Health and Human Services Agency (HHSA).

1. CONTRACTOR shall provide CPR/AED and/or First Aid trainings for non-healthcare providers. Trainings shall conform to American Heart Association requirements and may include foreign body obstruction and infant/child CPR. Class size shall be up to 20 participants for a length of 3-4 hours.
2. CONTRACTOR shall provide CPR/AED, and/or First Aid trainings for healthcare providers. This training shall conform to American Health Association requirements. Class size shall be up to 20 participants for a length of 3-4 hours for recertifications, and 6 hours for new students.
3. Trainings shall occur at a time and place to be determined by mutual agreement between the COUNTY and CONTRACTOR. Instruction shall be provided in a hands-on setting.
4. CONTRACTOR shall award an accredited CPR Certificate or First Aid Certificate, as appropriate to the training provided, to each participant upon successful completion of the training.

**EXHIBIT B-1**  
**COMPENSATION AND EXPENSE REIMBURSEMENT**

February 1, 2023 through June 30, 2023  
(and each subsequent automatic renewal)

Total payments shall not exceed \$10,000.00 per fiscal year. For purposes of this Agreement, "fiscal year" shall mean the period commencing on July 1 and ending on June 30.

CONTRACTOR shall not receive reimbursement in the event a CPR or First Aid course is cancelled 24 hours in advance of the scheduled course. COUNTY shall notify CONTRACTOR of the cancellation via e-mail at [davidmellow@aol.com](mailto:davidmellow@aol.com) or voice mail at (707) 738-4856.

CONTRACTOR understands and accepts that COUNTY shall not pay such claims if presented more than 60 days after the provision of service.

**RESOURCES FAMILIES TRAINING**

CONTRACTOR shall be reimbursed for services rendered hereunder in the amount of \$35 per student per CPR or First Aid training session, and the certification card at rates specified below.

CONTRACTOR shall not receive reimbursement for any additional costs or expenses incurred in connection with the services rendered under this contract.

Certification card rates:

American Heart Association (AHA) for CPR:	\$20.00 each
American Safety & Health Institute (ASHI) for First Aid:	\$12.00 each

Compensation shall be made in accordance with clauses 2.3 and 2.4 in Exhibit C, attached hereto and incorporated by this reference.

**HSA STAFF TRAINING**

1. Fees for CPR/AED (or First Aid) training for non-healthcare providers is \$35 per participant with a minimum class fee of \$280 (calculated for up to 8 participants). Any additional participant over 8 people will be charged \$35/per person. Certification card is \$20/participant.
2. Fees for CPR/AED (or First Aid) training for healthcare providers is \$90 per participant for new students with a minimum class fee of \$720 (calculated for up to 8 participants). Any additional participant over 8 people will be charged \$90/per person. Class fee for

recertifying participants is \$65, with a minimum class fee of \$520 (calculated for up to 8 participants). Any additional participant over 8 people will be charged \$65/per person. Certification card is \$10/participant.

3. CONTRACTOR shall submit invoices via e-mail, to the Deputy Director of HHSA – Operations within 60 days of the end of the month that the training was provided. Invoices must include the following information:
  - a. Name and contact information of the CONTRACTOR
  - b. Name of the training
  - c. Date that the training was provided
  - d. Amount of the invoice

A list of the attendees for every training shall be sent to the Deputy Director of HHSA – Operations for every session coinciding with an invoice.