



Amendment No. 1

THIS CHANGE ORDER ("CO") is dated as of the date fully executed below, and is attached to and made a part of an RQI Agreement, (the "**Agreement**"), dated effective as of 4/1/2021, by and between RQI Partners, LLC, a Delaware Limited Liability Company with its principal place of business at 7272 Greenville Avenue, Suite P2020, Dallas, Texas 75231 (hereinafter "**RQIP**"), and **County of Monterey, on behalf of Natividad Medical Center**, whose principal offices are located at 1441 Constitution Blvd., Salinas, CA 93906 ("**Customer**").

In consideration of the mutual promises of the RQIP and Customer and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by both, the parties, intending to be legally bound hereby, agree as follows:


1. Additional Services

This Change Order modifies, amends, and supplements the Agreement,

- a. in accordance with Quote # 08233, attached hereto as Exhibit A-1 per Amendment No. 1, for Natividad Medical Center to add the following:
 - a. 16 NRP Instructor Bundle 8th Ed Renewal;
 - b. 5 NRP Instructor Bundle 8th Ed Candidate;
 - c. 450 NRP Provider Adv Part 1 8th edition.

- b. to modify paragraph 13.1 of the Agreement, extending the expiration of the Initial Term of the Agreement from March 31, 2024, to the date that is thirty-six (36) months from the Date of the commencement of the first subscription purchased under this Amendment No. 1.

The RQI Agreement as amended remains in full force and effect, except as otherwise modified, amended or supplemented by this Change Order.

RQI Partners, LLC	County of Monterey, on behalf of Natividad Medical Center
Signed By: 	Signed By:
Name: Matt Boisclair	CUSTOMER NAME
Title: Vice President	CUSTOMER TITLE:
Date: 8/17/2021	Date:

Reviewed and approved as to form.


 Chief Deputy County Counsel
 11/02/2021

 11/2/2021
 Chief Deputy Auditor-Co



Exhibit A-1 per Amendment No. 1

Quote good through: September 30, 2021

Quotation



RQI Partners LLC
 7272 Greenville Avenue
 Dallas,
 Texas 75231
 USA

Quote#: Q-08233
Date: July 28, 2021
Expires On: September 30, 2021

CUSTOMER:

Natividad Medical Center
 1441 Constitution Boulevard
 Attn: Accounts Payable
 Salinas
 California
 United States
 93908

ACCOUNT MANAGER:

Emma Bristow
 emma.bristow@rqipartners.com

PRODUCTS FAMILY: BUNDLE				
PRODUCT	QUANTITY	CONTRACTED TERM	PRICE PER UNIT	TOTAL PRICE
NRP Instructor Led Bundle NRP Instructor Led Bundle	1	36	\$0.00	\$0.00
PRODUCTS FAMILY: NRP				
PRODUCT	QUANTITY	CONTRACTED TERM	PRICE PER UNIT	TOTAL PRICE
NRP Instructor Bundle 8th Ed RENEWAL NRP Instructor Bundle 8th Ed RENEWAL	16	36	\$134.10	\$2,145.60
NRP Instructor Bundle 8th Ed CANDIDATE NRP Instructor Bundle 8th Ed CANDIDATE	5	36	\$149.00	\$745.00
NRP Provider Adv Part 1 8th edition NRP Provider Adv Part 1 8th edition	450	36	\$24.85	\$11,182.50



Exhibit A-1 per Amendment No. 1

QUOTE TOTALS	
Quote Total:	\$14,073.10

Terms and Conditions

All Prices are in USD

This quotation represents a good faith offer for services offered by RQI Partners LLC. Unless withdrawn orally or in writing by RQI Partners prior to acceptance, this quotation will be accepted by signing and returning to the representative of the Company that made the offer. The agreement created by your acceptance of the offer guarantees the pricing indicated in this quotation. The aforementioned notwithstanding, to the extent RQI Partners requires a Master Service Agreement with your purchase or you have already entered into a Master Service Agreement with RQIP, then this quotation is subject to the additional terms and conditions in the Master Service Agreement that your organization and RQI Partners will be required to execute, or will be subject to a Master Service Agreement that already exists with your organization. You will have 60 days to review and accept or reject the offer without any penalty to you. After that 60-day period, the offer in the quotation will expire, unless extended by RQI Partners.

The customer acknowledges that RQI Partners may conduct usage audits and agrees to pay, as will be provided for in the Master Service Agreement, for any usage above the number of subscriptions specified in this quotation and/or the final Order Form. In the event Customer does not enter into a Master Service Agreement, Customer nonetheless understands and agrees that RQI Partners may conduct usage audits and agrees to pay for any usage above the number of subscriptions specified in this quotation and/or final Order Form. Except in the case of out of box failure or product defect, the customer is responsible for replacing manikin faces, lungs and wipes, adult and infant resuscitation bags and manikin clothing. This quotation is exclusive of relevant sales taxes. Relevant sales taxes will be added to all invoices unless customers provides evidence of tax-exempt status. The State tax is State dependent and not known at this time.

Customer agrees to be bound by the Terms and Conditions and to pay all amounts shown on this Quotation.