

Pediatric Learning Solutions MASTER PARTICIPATION AGREEMENT

Standard Terms and Conditions

This Master Participation Agreement (the "Agreement") is entered into on **July 1, 2022** (the "Effective Date") by and between National Association of Children's Hospitals and Related Institutions, Inc. ("NACHRI"), which is an affiliate of Children's Hospital Association, and the County of Monterey, a political subdivision of the State of California, on behalf of **Natividad Medical Center**, an acute care hospital ("PARTICIPANT"). Collectively, NACHRI and PARTICIPANT hereinafter may be referred to individually as a "Party" or collectively as the "Parties".

WHEREAS, NACHRI is dedicated to the development of programs unique to children's hospitals and child health.

WHEREAS, NACHRI has developed Pediatric Learning Solutions (defined below) and related Courseware (defined below) to provide learning and development solutions for health care providers.

WHEREAS, PARTICIPANT desires to use NACHRI's Pediatric Learning Solutions for the purpose of providing learning and development services to PARTICIPANT's employees.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and sufficient consideration, the receipt and adequacy of which is hereby acknowledged, the Parties hereto agree as follows:

Definitions. This Agreement will reference the following terms as defined herein.

Pediatric Learning Solutions/PLS. The term "Pediatric Learning Solutions" or "PLS" shall mean the products and services of NACHRI as outlined in this Agreement.

Courseware. The term "Courseware" shall mean the online libraries or suites of content for which PARTICIPANT has ordered access in an attached Order.

Order. The term "Order" shall mean the document in which PARTICIPANT identifies the products and services in a schedule, statement of work, addendum, or amendment signed by both parties. Subsequent Orders may be added at any time after the execution of this Agreement by way of an amendment, and shall be incorporated herein by reference. Any Order shall be governed by the terms and conditions of this Agreement. The Order may be updated from time to time through mutual agreement of the parties by way of an amendment.

1 Term of Agreement.

1.1 Initial Term. This Agreement shall take effect on July 1, 2022 ("Effective Date") and shall expire twelve (12) months from the Effective Date (the "Initial Term") unless otherwise terminated as provided herein.

In the event PARTICIPANT chooses a subsequent 12 month term a fully executed amendment will be required.

2 Products. NACHRI shall provide PARTICIPANT the products and/or services selected by PARTICIPANT in a respective Order under this Agreement. The Parties agree that from time to time the content and/or components of the products and/or services may be modified to reflect current industry practices and/or at the consensus of the combined body of all participants using PLS.

3 NACHRI Obligations.

3.1 Support.

3.1.1 NACHRI will provide support for PLS. Only the PARTICIPANT's designated individual(s) from PARTICIPANT's organization will have the authority to contact NACHRI's learning support team.

- 3.1.2 NACHRI'S learning support team working business hours are from 8am - 5pm central time (excluding holidays to be announced). Initial support response can be expected within one business day.

4 PARTICIPANT Obligations.

- 4.1 PARTICIPANT recognizes that NACHRI works with its participants in a co-operative fashion, and as such, certain decisions regarding the various components of PLS are made in a collaborative manner by representative groups of participants. PARTICIPANT will make reasonable efforts to participate in the representative groups and agree to abide by the decisions therein.
- 4.2 PARTICIPANT will meet with a PLS representative on a regular basis to review PARTICIPANT and NACHRI performance related to PLS, set annual performance goals, and provide information to PARTICIPANT on usage of PLS Products. This meeting will occur on a frequency agreed upon by PARTICIPANT and NACHRI with PARTICIPANT's appointed director in charge of PLS. PARTICIPANT agrees to make its senior executive responsible for PLS available at least once annually to review the Parties' performance related to PLS.
- 4.3 PARTICIPANT recognizes that Products may require certain levels of interfacing with other PARTICIPANT systems, and that unforeseen conflicts, technology or otherwise, could impact the use of the services by PARTICIPANT. Accordingly, PARTICIPANT agrees to meet required system specifications for using the PLS Products as outlined in the PLS system requirements (available upon request). The system requirements may change from time to time at NACHRI's sole discretion. NACHRI shall provide PARTICIPANT at least ninety (90) days' notice for any changes to the required system requirements.
- 4.4 PARTICIPANT is responsible for adopting reasonable measures to limit its exposure with respect to potential losses and damages arising from use, nonuse, interruption, delay, errors, or omissions of PLS, or the results thereof. PARTICIPANT agrees to maintain at all times alternative methods capable of substitution in the event PLS is unavailable to PARTICIPANT for whatever reason.
- 4.5 PARTICIPANT agrees to comply with and conform to all applicable federal, state and local laws, rules and regulations.

5 Fees. PARTICIPANT will pay NACHRI the fees prescribed in each Order for the products and services PARTICIPANT requests.

- 5.1 Manner of Payment. PARTICIPANT will pay to NACHRI the Fees in annual installments due net 30 days from receipt of a certified invoice by the County of Monterey Auditor-Controller.
- 5.2 Add-On Services. PARTICIPANT recognizes that there will be opportunity at any time to purchase additional products and services beyond those in an existing Order. PARTICIPANT may obtain these additional products and services at the current standard service rates – pricing available upon request. Add-on services shall be incorporated into this Agreement by way of an amendment signed by both parties. NACHRI will invoice PARTICIPANT such add-on services on quarterly basis.
- 5.3 Renewal Term Fees. Renewal Term Fees to be paid by PARTICIPANT to NACHRI shall be determined by NACHRI on an annual basis. Renewal Term Fees will be invoiced to PARTICIPANT thirty (30) days after Parties have executed an amendment.

6 Termination.

- 6.1 For Breach. Either party upon written notice may terminate this Agreement if the other party breaches any obligation provided hereunder and the breaching party fails to cure such breach within sixty (60) days of receipt of the notice of breach.
- 6.2 Effects of Termination. Upon termination of this Agreement for any reason, PARTICIPANT shall cease all access and use of any products or services obtained under this Agreement or an Order under this Agreement.

7 Ownership.

- 7.1 Title. PARTICIPANT and NACHRI agree that NACHRI owns all proprietary rights, including patent, copyright, trade secret, trademark, service mark and other proprietary rights, in and to the PLS. PARTICIPANT shall have no right to use the trademarks or services marks of NACHRI without the express written consent of NACHRI.
- 7.2 Transfers. Under no circumstances shall PARTICIPANT sell, license, publish, display, distribute, or otherwise transfer to a third party NACHRI's Pediatric Learning Solutions or any copy thereof, in whole or in part without NACHRI's prior written consent.
- 7.3 Return of Materials. Within thirty (30) days after the date of which this Agreement is terminated or expires, PARTICIPANT shall return to NACHRI any and all reproduced PLS materials.

8 Confidential Information.

- 8.1 Either party may find it beneficial to disclose to the other, certain information that the disclosing party considers to be proprietary and/or confidential (hereinafter referred to as "Confidential Information"), which may include, but is not limited to, each party's and its affiliates' and subsidiaries' business/customer information, business practices, data processes, computer or software products or programs and all related documentation, , know-how, marketing or business plans, analytical methods and procedures, hardware design, technology, financial information, patient information or personnel or customer data. During the period this Agreement is in effect and at all times after its termination, PARTICIPANT and NACHRI agree not to use, disclose, sell, license, publish, reproduce or otherwise make available the Confidential Information of the other party except and only to the extent necessary to perform under this Agreement. Each party agrees to secure and protect the other party's Confidential Information in a manner consistent with the maintenance of the other party's confidential and proprietary rights in the information and to take appropriate action by instruction or agreement with its employees, consultants or other agents who are permitted access to the other party's Confidential Information to satisfy its obligations under this Section.
- 8.2 The following shall not be considered Confidential Information: information that (a) was known to the receiving party prior to receipt from the disclosing party; (b) was lawfully available to the public prior to receipt from the disclosing party; (c) becomes lawfully available to the public after receipt from the disclosing party through no act or omission on the part of the receiving party; (d) corresponds in substance to any information received in good faith by the receiving party from any third party without restriction as to confidentiality; (e) is independently developed by an employee, contractor, or agent of the receiving party who has not received or had access to such information as demonstrated by contemporaneously prepared documentation; or information that is or becomes publicly known or available as a result of Participant's proper compliance with the California Public Records Act.

9 Warranties, Disclaimers, Limitations of Liability, Indemnification.

- 9.1 Authority. Each party warrants and represents to the other that it has full right and authority to enter into this Agreement and that neither the act of doing so nor its performance hereunder shall be in violation of any agreement or obligation to which it is a party or by which it is bound.
- 9.2 Compliance with Law. PARTICIPANT is solely responsible for complying with all applicable international, federal, state and local laws, rules and regulations relating to the use of PLS and the information and data related thereto.

- 9.3 **No Other Warranty.** Except as specifically set forth in this Agreement, PLS is provided to PARTICIPANT "AS IS", and NACHRI and Content Providers makes no other representations or warranties with respect to their accuracy, completeness or correctness of any content of the PLS, Courseware, or the LMS. NACHRI and Content Providers specifically disclaim any other warranty, express, implied or statutory, including any warranty of merchantability or fitness for a particular purpose, title, or non-infringement. Access to PLS may be limited or unavailable during periods of peak demand, system upgrades, malfunctions, scheduled or unscheduled maintenance or for other reasons.
- 9.4 NACHRI makes no representation or warranty that the PLS does not contain errors, inaccuracies and omissions, including misstatements and typographical errors.
- 9.5 NACHRI makes no representation or warranty that there will be no delays in transmissions, loss of data during transmission and/or other omissions of a technical, legal or other nature.
- 9.6 **Use of PLS.** NACHRI is not responsible for ensuring that the use of PLS is appropriate or accurate for the purposes of meeting regulatory or licensure requirements for PARTICIPANT.

10 Limitation of Liability

- 10.1 **Disclaimer of Damages.** In no event whatsoever will NACHRI or any of its subcontractors or licensors be liable to PARTICIPANT or any third party (whether based in contract, tort, strict liability or other theory) for any indirect, incidental, special or consequential damages arising out of the use of or inability to use PLS or any portion thereof, including but not limited to, the loss of use of PLS, inaccurate results, loss of profits or damages stemming from loss or corruption of data or data being rendered inaccurate, the cost of recovering any data, the cost of substitute software or services, injury to tangible personal property or personal injury (including death), claims by third parties, or for any damage to PARTICIPANT's computers, hardware, software, modem, telephone or other property, even if NACHRI has been advised of the possibility of such damages.
- 10.2 **Limitation of Liability.** PARTICIPANT acknowledges and agrees that in no event will the total aggregate liability of NACHRI for any claims, losses, or damages arising under this Agreement or the use or nonuse of the goods and/or services provided hereunder, whether arising in contract, tort or otherwise and including, without limitation, personal injury or death, exceed the total amount paid by PARTICIPANT to NACHRI under this Agreement during the twelve (12) month period immediately preceding the assertion of such claim.

11 Indemnification

- 11.1 To the fullest extent permitted by law, each Party shall defend, indemnify and hold harmless the other Party, its affiliates, shareholders, directors, officers, employees, agents, successors and permitted assigns, from and against any and all loss, claims, causes of action, obligations, liability or damages whatsoever (including reasonable attorneys' fees) directly or indirectly arising out of: (i) the indemnifying Party's breach of this Agreement; (ii) any loss, damage, or personal injury or death caused by the act or omission of any agent, employee, customer, business invitee or business visitor of the indemnifying Party except where due to the negligence or intentional misconduct of the other Party, its employees, invitees and/or agents, or except to the extent otherwise covered by insurance.
- 11.2 NACHRI will indemnify and hold harmless PARTICIPANT from and against any losses, damages, claims or actions of any kind (including reasonable expenses for defense and attorneys' fees) asserted against PARTICIPANT arising from a claim that PLS or Courseware infringes a third party's trade secret, patent or copyright in the United States (an "Infringement Claim").
 - 11.2.1 NACHRI shall have no liability or obligation or indemnify PARTICIPANT with respect to an Infringement Claim based upon: (a) PARTICIPANT's use of PLS or Courseware in violation of this Agreement, (b) PARTICIPANT's modification of PLS or Courseware; and/or (c) PARTICIPANT's use of equipment, programs or services not furnished by NACHRI to PARTICIPANT pursuant to this Agreement.

- 11.3 PARTICIPANT will indemnify and hold harmless NACHRI from and against any losses, damages, claims or actions of any kind (including reasonable expenses for defense and attorneys' fees) asserted against NACHRI arising from an Infringement Claim as a result of: (a) PARTICIPANT's use of PLS or Courseware in violation of this Agreement, (b) PARTICIPANT's modification of PLS or Courseware; and/or (c) PARTICIPANT's use of equipment, programs or services not furnished by NACHRI to PARTICIPANT pursuant to this Agreement.
 - 11.4 As a condition of such defense and payment, each indemnified Party must: (a) give the indemnifying Party prompt written notice of such claim; and (b) give complete authority to indemnifying Party to compromise or settle such claim and fully cooperate with the indemnifying Party in the defense and all related negotiations.
 - 11.5 PARTICIPANT agrees that if the operation of PLS becomes or, in the opinion of NACHRI, is likely to become the subject of an Infringement Claim, PARTICIPANT will permit NACHRI, at NACHRI's option and expense, to:
 - 11.5.1 promptly procure for PARTICIPANT the right to continue to use PLS; or
 - 11.5.2 replace PLS with alternatives that function substantially the same as the portion of PLS that becomes infringing or is likely to become infringing; or
 - 11.5.3 modify PLS in a manner that causes it to be non-infringing or not likely to be infringing while causing it to function substantially the same as it had prior to modification; or
 - 11.5.4 remove PLS (or portion thereof) that is or is likely to become infringing.
- 12 HIPAA. The parties acknowledge that regulations implementing certain provisions of HIPAA may become applicable to PARTICIPANT during the term of this Agreement. The parties further acknowledge that provisions of the HIPAA regulations may necessitate amendments or modifications to this Agreement to permit PARTICIPANT to comply with such regulations. Upon sixty (60) days prior written notice by PARTICIPANT, the parties will negotiate amendments or modifications reasonably necessary to comply with applicable HIPAA requirements. Notwithstanding any other provisions of this Agreement to the contrary, PARTICIPANT shall have the right to terminate this Agreement upon sixty (60) days written notice in the event the parties are unable to agree on revisions or terms that PARTICIPANT believes in good faith are necessary for PARTICIPANT to comply with HIPAA regulations.
- 13 General Provisions.
- 13.1 Complete Agreement. The parties agree that this Agreement and any related orders is the complete and exclusive statement of the agreement between the parties, which supersedes and merges all prior proposals, understandings and all other agreements, oral or written, between the parties relating to this Agreement.
 - 13.2 Assignment. Neither party may assign or transfer this Agreement to any other person or entity without the prior written consent of the other party, (which consent shall not be unreasonably withheld) provided, however, that either party may assign the Agreement to another entity: (i) owning a majority of its outstanding stock, (ii) into which it merges, or (iii) which acquires all or substantially all of its assets.
 - 13.3 Excusable Delays. Neither NACHRI nor PARTICIPANT shall be in default by reason of any failure in the performance of this Agreement in accordance with its terms if such failure is due to acts of God or of the public enemy, fire, flood, epidemic, quarantine restriction, labor disputes or slowdowns, or unavailability of transportation, communications or materials or any other cause beyond the reasonable control of NACHRI or PARTICIPANT. However, both NACHRI and PARTICIPANT must use reasonable effort to perform notwithstanding any of the aforementioned events.
 - 13.4 Amendment. This Agreement may not be modified, altered or amended except by written instrument duly executed by both parties.
 - 13.5 Waiver. The waiver or failure of either party to exercise in any respect any right provided for in this Agreement shall not be deemed a waiver of any further right under this Agreement.

- 13.6 Severability. If any provision of this Agreement is invalid, illegal or unenforceable under any applicable statute or rule of law, it is to that extent to be deemed omitted, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision(s) was omitted.
- 13.7 Governing Law. This Agreement and performance hereunder shall be governed by the laws of the State of California and the Parties consent to venue in the courts of Monterey County, California, and the Monterey County-based courts in the U.S. Federal District Court of California.
- 13.8 Read and Understood. PARTICIPANT acknowledges that it, via a duly authorized officer, has read this Agreement including the disclosure of warranties, limitations of liability, and limitations of remedy. To indicate the acceptance of and agreement to be bound by the terms of this Agreement, NACHRI and PARTICIPANT have executed this Agreement on the date(s) indicated below.

14. Insurance

Evidence of Coverage:

Prior to commencement of this Agreement, NACHRI shall provide a “Certificate of Insurance” certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, NACHRI upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to Participant’s Contracts/Purchasing Department, unless otherwise directed. NACHRI shall not receive a “Notice to Proceed” with the work under this Agreement until it has obtained all insurance required and Participant has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of NACHRI.

Qualifying Insurers: All coverage’s except surety, shall be issued by companies which hold a current policy holder’s alphabetic and financial size category rating of not less than A-VII, according to the current Best’s Key Rating Guide or a company of equal financial stability that is approved by Participant’s Contracts/Purchasing Director.

Insurance Coverage Requirements: Without limiting NACHRI’s duty to indemnify, NACHRI shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Exemption/Modification (Justification attached; subject to approval)

Business Automobile Liability Insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$500,000 per occurrence.

(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Exemption/Modification (Justification attached; subject to approval)

Workers' Compensation Insurance, If NACHRI employs other in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Exemption/Modification (Justification attached; subject to approval)

Professional Liability Insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the NACHRI shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Exemption/Modification (Justification attached; subject to approval)

Other Insurance Requirements:

All insurance required by this Agreement shall be with a company acceptable to Participant and issued and executed by an admitted insurer authorized to transact insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date NACHRI completes its performance of services under this Agreement.

Each liability policy shall provide that Participant shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for NACHRI and additional insured with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional insureds with respect to liability arising out of the NACHRI's work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the NACHRI's insurance.

Prior to the execution of this Agreement by Participant, NACHRI shall file certificates of insurance with Participant's Contracts/Purchasing Department, showing that the NACHRI has in effect the insurance required by this Agreement. NACHRI shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

NACHRI shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by Participant, annual certificates to Participant's Contracts/Purchasing Department. If the certificate is not received by the expiration date, Participant shall notify NACHRI and NACHRI shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by NACHRI to maintain such insurance is a default of this Agreement, which entitles Participant, at its sole discretion, to terminate the Agreement immediately.

15. Notices: Notices required under this Agreement shall be delivered personally or by first-class, postage per-paid mail to Participant and NACHRI's contract administrators at the addresses listed below.

NATIVIDAD MEDICAL CENTER:

Natividad Medical Center
Attn: Contracts Division
Natividad Medical Center
1441 Constitution Blvd
Salinas, CA. 93906
FAX: 831-757-2592

CONTRACTOR:

Name: NACHRI
Attn: _____
Address: 16011 College Blvd. – Suite 250
City, State, Zip: Lenexa, KS 66219
FAX: _____
Email: _____

[Signature Page to Follow]

**The County of Monterey on behalf of
Natividad Medical Center**

Signature

Name

Title

Date

NACHRI

DocuSigned by:
Michelle Hogerty

Signature

Michelle Hogerty

Name

Chief Fin. & Admin. Officer

Title

6/7/2022

Date

Reviewed and approved as to form.

Stacy Lynn Smith

Chief Deputy County Counsel 6/21/2022

Reviewed and approved as to fiscal provisions

Burcu Mousa

Assistant Auditor-Controller, 6/23/2022

Addendum I Courseware

This ADDENDUM is subject to the terms and conditions of the Pediatric Learning Solutions Agreement ("Agreement") and is hereby incorporated by reference.

- 1 **PLS Courseware.** PLS Courseware includes manifest and metadata files that contain links to the Pediatric Learning Solutions' online courses included in the library or suite of content purchased by PARTICIPANT. Composition of the specific online courses included in the library or suite provided to PARTICIPANT is subject to change.
 - 1.1 In exchange for the fee set forth on the Order, NACHRI hereby grants PARTICIPANT a license to access and use the Courseware through the links provided.
 - 1.1.1 PARTICIPANT recognizes that integration of content into PARTICIPANT'S internal systems is the responsibility of PARTICIPANT.
 - 1.2 The license fee set forth in the Order is set based upon the specified number of staffed beds of PARTICIPANT. NACHRI reserves the right to monitor and/or audit PARTICIPANT'S use of the Courseware to ensure PARTICIPANT'S use is consistent with this Agreement. NACHRI reserves the right to adjust the license fee based upon PARTICIPANT'S actual use of the Courseware if it is not in alignment with this Agreement.
 - 1.3 Where appropriate, Courseware may qualify as certified continuing education courses (e.g., CNE, CME, CRCE), which are certified by an appropriate certifying body. The continuing education certification may not be kept current even if the content of the course is still accessible to PARTICIPANT and its authorized users. Where possible, PLS will provide reasonable warning before expiration.
 - 1.4 There will be a scheduled review and updating of Courseware. For minor course changes, the course will be automatically updated, and PARTICIPANT will be notified. For major course changes, PARTICIPANT will receive a new link to the new version of the course. PARTICIPANT hereby agrees to remove the old course and replace with the new version within six (6) months of NACHRI's written notice and provision of the new link.
 - 1.5 **Courseware Uptime.** NACHRI will use commercially reasonable efforts to make the Courseware continually available, except for scheduled maintenance and downtime. In an effort intended to ensure that scheduled maintenance and downtime has minimal impact on PARTICIPANT and its end users, NACHRI uses commercially reasonable efforts to perform its scheduled maintenance and downtime during a maintenance window which occurs the first Saturday of every month, from 6 AM to 8 AM CST, and delayed one week if it falls upon a holiday. Access to Courseware may be unavailable during scheduled maintenance and downtime.
 - 1.5.1 NACHRI will notify PARTICIPANT in advance (and will make commercially reasonable efforts to provide such notice at least 72 hours in advance) of any planned outages of the Courseware that will occur outside of the maintenance window. PARTICIPANT acknowledges and agrees that access to the Internet is also subject to unexpected outages due to failure of equipment or services of Internet service providers that are not a party to this Agreement or other force majeure. PARTICIPANT agrees that NACHRI is not responsible for any unexpected outages caused by circumstances beyond NACHRI's control. NACHRI agrees to exert commercially reasonable efforts in restoring outages that fall under NACHRI's control whenever they occur.
 - 1.5.2 Other than as provided herein, NACHRI makes no other representations or warranties regarding the uptime or availability of the Courseware or the PLS.

- 1.6 NACHRI shall provide PARTICIPANT one login for PARTICIPANT to access and use the PLS course customizer tool. Using the PLS course customizer tool, PLS Courseware can be modified to add custom content to pages within the body of a course.
- 1.7 PARTICIPANT access and use of Courseware shall terminate upon termination of this Agreement.
- 1.8 PARTICIPANT recognizes that NACHRI may at times use reference materials obtained from participants using PLS in developing content, curricula and forum services. PARTICIPANT agrees to provide, when reasonably available, reference materials to NACHRI.
- 1.9 NACHRI may, from time to time, engage certain PARTICIPANT employees to serve as subject matter experts and/or reviewers of content and/or curricula. NACHRI may, from time to time, require said employees to sign agreements related to services provided to NACHRI.
- 1.10 If PARTICIPANT purchases a custom library, the following restrictions shall apply:
 - 1.10.1 For a 40-course custom library, PARTICIPANT may not exchange in excess of 10% of the courses annually for a period of three (3) years from the Effective Date of the Order. This Section 1.10 shall survive the termination provisions of the Agreement.

Children’s Hospital Association ORDER

Participant: Natividad Medical Center 1441 Constitution Boulevard Salinas, CA 93906	Order Effective Date: July 1, 2022	Order End Date: End date of Master Agreement
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This Order is hereby incorporated into and will be governed by the terms and conditions of that certain ***Pediatric Learning Solutions Master Participation Agreement*** by and between PARTICIPANT and NACHRI having an Effective Date of **July 1, 2022** (the “Agreement”). Capitalized terms used, but not otherwise defined, herein shall have the same meanings assigned to those terms in the Agreement.

Product/Service Description	Number of staffed beds
Pediatric Learning Solutions Small Custom Library – 25 courses <i>Serving less than 50 staffed beds</i>	2022: 27

2022 Price	\$11,800
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Order Details

1. Product Library or Suite of Content.
Pediatric Learning Solutions Small Custom Library – 25 courses

2. Invoicing Schedule.
Pediatric Learning Solutions Small Custom Library
 - a. **\$11,800**; invoice sent July 2022

Acute Care:

1. Age-Specific Care for Newborns
2. Blood and Blood Components Administration
3. Blood Components
4. Care of the Dying Child: Care Issues
5. Care of the Dying Child: The Dying Process
6. Care of the Pediatric Patient with Suicidal Ideation
7. Fluid and Electrolyte Management: Dehydration
8. Management of Peripheral IV Complications in the Pediatric Patient
9. Pain Management: Non-Pharmacological Therapies in the Management of Pediatric Pain
10. Pediatric Assessment: Performing a Head-to-Toe Assessment
11. Pediatric Sepsis
12. Preventing Central Line-Associated Bloodstream Infections
13. Procedural Sedation in the Pediatric Patient
14. Respiratory Inhalation Medications
15. Status Epilepticus

Critical Care:

1. Advanced Concepts in Respiratory Physiology
2. Basic Principles of Oxygen Therapy, Specialty Gases and Noninvasive Ventilation
3. Care of the Small Baby
4. Developmental Care of the Newborn
5. High-Frequency Ventilation
6. Introduction to Arterial Blood Gas Interpretation
7. Pediatric Orthopedic Trauma
8. Persistent Pulmonary Hypertension of the Newborn (PPHN)
9. Status Asthmaticus
10. Understanding Abnormal Blood Gases

Read and Understood. PARTICIPANT acknowledges that it, via a duly authorized officer, desires to obtain the products and/or services listed on this Order and agree to pay such fees indicated in this Order or as otherwise set forth in the Agreement.

**The County of Monterey on behalf of
Natividad Medical Center**

Signature

Name

Title

Date

NACHRI

DocuSigned by:

Michelle Hogerty

Signature

Michelle Hogerty

Name

Chief Fin. & Admin. Officer

Title

6/7/2022

Date

Reviewed and approved as to fiscal provisions

Burcu Mousa

Assistant Auditor-Controller, 6/23/2022