

**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



**ITEM: 15.3**  
(ID # 16791)

**MEETING DATE:**  
Tuesday, July 27, 2021

**FROM:** (RUHS) RIVERSIDE UNIVERSITY HEALTH SYSTEM:

**SUBJECT:** RIVERSIDE UNIVERSITY HEALTH SYSTEM - MEDICAL CENTER: Ratify and Approve the Master Services Agreement with HealthStream, Inc. for Healthcare Compliance and HIPAA Web Based Training Without Seeking Competitive Bids from January 1, 2021 through December 31, 2025, All Districts. [\$53,088 Annually, Total Cost \$265,440; Up to \$26,544 in Additional Compensation, 100% Hospital Enterprise Fund – 40050]

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Ratify and Approve the Master Services Agreement with HealthStream, Inc. for Healthcare Compliance and HIPAA Web Based Training Without Seeking Competitive Bids from January 1, 2021 through December 31, 2025 in the amount of \$53,088 annually not to exceed \$265,440 and authorize the Chair of the Board to sign the agreement on behalf of the County; and
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459 and based on the availability of funding and as approved by County Counsel to: a) sign amendments that exercise the options of the agreement including modifications of the statement of work that stay within the intent of the Agreement; and b) sign amendments to the compensation provisions that do not exceed the sum total of ten percent (10%) of the total aggregate cost of the agreement.

**ACTION:** Policy


  
Jennifer Crulkehan, Chief Executive Officer - Health System 7/30/2021

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**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Perez, seconded by Supervisor Spiegel and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez, and Hewitt  
Nays: None  
Absent: None  
Date: July 27, 2021  
xc: RUHS-MC

Kecia R. Harper  
Clerk of the Board  
By:   
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
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<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$53,088	\$53,088	\$265,440	\$0
<b>NET COUNTY COST</b>	\$53,088	\$53,088	\$265,440	\$0
<b>SOURCE OF FUNDS:</b> 100% Hospital Enterprise Fund - 40050			<b>Budget Adjustment:</b>	No
			<b>For Fiscal Year:</b>	
			FY20/21 – FY25/26	

**C.E.O. RECOMMENDATION:** Approve

**BACKGROUND:**

**Summary**

This Board action requests approval of the agreement with HealthStream without seeking competitive bids in the amount of \$53,088 annually for web based training in support of the Riverside University Health System (RUHS) Corporate Compliance Department.

The HealthStream system has been used for the past five years and is specifically tailored for healthcare compliance across the care continuum to comply with mandated government regulations and accreditation requirements. In addition, this service meets the Clinically Integrated Network contract with Loma Linda University (LLU), which allows our shared providers that transition between both RUHS and Loma Linda University who are also required to undergo Annual HIPAA education. The joint decision to have the education materials match allows for RUHS and LLU to mutually accept certifications for regulatory mandates.

Corporate Compliance is mandated to address the following areas annually and utilizes the HealthStream content and software to meet: HIPAA, Corporate Compliance, Professional Compliance, EMTALA, Contracts and Arrangements, False Claims Act, Behavioral Health Compliance, Billing and Auditing, Stark Law, Anti Kickback, and Workforce Compliance. Failure to comply with regulations from the Federal government and accrediting bodies can result in improper patient care, financial fines, loss of accreditation and potential litigation.

**Impact on Residents and Businesses**

These services are a component of RUHS's system of care aimed at improving the health and safety of its patients and the community.

**Additional Fiscal Information**

Funds for this contract have been allocated in the FY20/21 budget. Budget adjustments are not necessary. No additional County funds are required.

**Contract History and Price Reasonableness**

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STATE OF CALIFORNIA**

In May 2015, RUHS issued a Request for Quote (MCARC-280) for a professional compliance health system and awarded HealthStream a five (5) year contract in conjunction with Loma Linda University.

RUHS is requesting a single source justification for a new agreement for an additional five years with HealthStream that allows our shared providers to continue to transition between the facilities with mutual acceptance of training certificates.

The web-based training by Healthstream provides the best practice curriculum, education and training to meet requirements with CMS, HHS, and the OIG. The department did look at three other vendors. However, it was determined that due to Healthstream's proven curriculum coupled with the COVID-19 surge responses at RUHS, it was efficient to move forward with requesting a SSJ.

RUHS will be increasing user quantities by 1700, however, the per user cost will drop 33% with larger volume resulting in only a \$13,000 per year increase. This agreement will fix the user rates for the next five years and allow continued certificate sharing with LLU. The total contract cost is \$53,088 annually.

- ATTACHMENT A     Master Services Agreement and Order Form
- B     Single Source Justification

  
Tina Grande, Director of Purchasing and Fleet Services     7/16/2021

  
Jacqueline Ruiz, Sr. Management Analyst     7/20/2021

  
Gregory V. Priaplos, Director County Counsel     7/16/2021

# Master Services Agreement

# HealthStream.

This Master Services Agreement ("Agreement") is entered into and effective as of July 1, 2021 ("Effective Date") by and between HealthStream, Inc., a Tennessee corporation, having its principal place of business at 500 11<sup>th</sup> Avenue North, Suite 1000, Nashville, Tennessee 37203 ("HealthStream") and the COUNTY OF RIVERSIDE, a political subdivision of the state of California on behalf of its Riverside University Health System, having its principal place of business at 26520 Cactus Avenue, Moreno Valley, CA, 92555 ("Customer"). Unless otherwise specified herein, this Agreement shall supersede any and all previous master services or similar agreement(s) between HealthStream (which shall include any HealthStream acquired entity) and Customer.

For good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

## 1. Definitions.

"**Online Service(s)**" means certain subscription based Service(s) provided by HealthStream to Users over the Internet or other similar computer networks pursuant to this Agreement and any Order Form executed hereunder.

"**Order Form**" means the ordering documents, including any order forms, representing the initial purchase of any Services as well as any subsequent purchases agreed to between the parties in writing from time to time, that are signed under this Agreement. Customer has designated those entities set forth on Exhibit A as additional purchasers with the authority to enter into Order Forms under this Agreement and bind Customer.

"**Professional Services**" means fee-based migration, implementation, training, consulting, or customized services that HealthStream performs as described in an Order Form.

"**Service(s)**" means all service(s) provided by HealthStream, including but not limited to Professional Services, support services or the Online Service(s).

"**Users**" means Customer's employees, consultants, contractors, clients or agents who are authorized to use the Online Service(s) and have been supplied user identifications and passwords by Customer (or by HealthStream at Customer's request).

**2. Provision of Service(s).** HealthStream shall make the Service(s) available to Customer pursuant to the terms and conditions set forth in this Agreement and any and all Order Forms executed under this Agreement from time to time.

## 3. Use of Online Service(s).

**3.1 Dependent Online Service(s).** Certain Online Service(s) including, without limitation, content services, courseware services, and authoring services (collectively the "**Dependent Online Service(s)**"), require other Online Service(s) including, without limitation, hStream and any application(s) (e.g., learning, performance, delivery, or other applications) necessary to utilize the Dependent Online Services any learning application or delivery application (collectively the "**Required Online Service(s)**"), to be licensed by Customer to enable the Customer to use the Dependent Online Services. For example, the ability to assign and access content (a Dependent Online Services) may require our *learning application* and shall require hStream (both, a Required Online Service). HealthStream may require and Customer shall agree to contract for, license and purchase at least the minimum level of Required Online Services as a pre-requisite to contracting for, licensing and purchasing the Dependent Online Services. All Required Online Services and Dependent Online Services shall be set forth in the applicable Order Form(s).

**3.2 HealthStream Responsibilities.** HealthStream shall: (a) provide telephone and online standard support to designated representatives of Customer; and (b) use commercially reasonable efforts to make the Service(s) generally available 24 hours a day, 7 days a week, except for: (i) planned downtime; or (ii) any unavailability caused by

circumstances beyond HealthStream's reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving HealthStream employees), computer, telecommunications, Internet service provider or hosting facility failures or delays involving hardware, software or power systems not within HealthStream's possession or reasonable control, and network intrusions or denial of service attacks.

**3.3 Customer Responsibilities.** Customer is responsible for all activities that occur under Customer's User accounts. Customer shall: (a) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data; (b) use commercially reasonable efforts to prevent unauthorized access to, or use of, the Service(s), and notify HealthStream promptly of any unauthorized use; and (c) comply with all applicable local, state, federal, and foreign laws in using the Service(s) and, if using the Service(s) outside of the United States, not use the Service(s) in a manner that would violate any federal or state laws of the United States if conducted in the United States.

**3.4 Use Guidelines.** Customer shall use the Service(s) solely for its internal business purposes as contemplated by this Agreement and shall not: (a) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Service(s) available to any third party, other than as contemplated by this Agreement; (b) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (c) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or violative of third party privacy rights; (d) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (e) interfere with or disrupt the integrity or performance of the Service(s) or the data contained in the Service(s); or (f) attempt to gain unauthorized access to the Service(s) or its related systems or networks.

## 4. Fees & Payment.

**4.1 Fees.** Customer shall pay all fees specified in all executed Order Forms. In the case of Service(s) and except as otherwise provided: (a) fees are based on the number of User subscriptions purchased in the relevant Order Form, not the extent of actual usage; (b) fees are non-refundable; (c) the number of User subscriptions purchased cannot be decreased during the relevant subscription term stated on the Order Form; and (d) except as otherwise set forth in an Order Form, User subscriptions are for named Users and cannot be shared or used by more than one User. HealthStream shall have the right at all times to review and audit the number of Users for any Service and to bill Customer for any Users in excess of that number of properly licensed and paid Users under all Order Forms and subscriptions.

**4.2 Invoicing & Payment; Suspension of Service.** Customer shall maintain complete and accurate billing and contact information with HealthStream at all times. Fees for the Service(s) will be invoiced in advance and otherwise in accordance with the terms set forth in the relevant Order Form. Unless otherwise stated in the Order Form, charges are due 30 days from the invoice date and all payments made under this Agreement shall be in United States dollars. Any payment not received from Customer by the due date may accrue (except with

respect to charges then under reasonable and good faith dispute), at HealthStream's discretion, late charges at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date the payment was due until the date paid. If Customer's account is thirty (30) days or more overdue (except with respect to charges then under reasonable and good faith dispute), in addition to any of its other rights or remedies, HealthStream reserves the right to suspend the Service(s) provided to Customer, without liability to Customer, until the overdue amounts are paid in full.

**4.3 Taxes.** Unless otherwise stated, HealthStream's fees do not include any local, state, federal or foreign taxes, levies or duties of any nature ("Taxes"). Customer is responsible for paying all Taxes, excluding only taxes based on HealthStream's income. If HealthStream has the legal obligation to pay or collect Taxes for which Customer is responsible under this section, the appropriate amount shall be invoiced to and paid by Customer unless Customer provides HealthStream with a valid tax exemption certificate authorized by the appropriate taxing authority.

**4.4 Maximum Reimbursable Amount.** Customer shall pay HealthStream for services performed, products provided, and expenses incurred in accordance with the Order Forms executed by the parties. Maximum payments by Customer to HealthStream shall not exceed \$53,088.00 annually including all expenses (exclusive of Overages (as defined below)). Unless otherwise specifically stated in Order Form, Customer shall not be responsible for payment of any of HealthStream's expenses related to this Agreement.

Notwithstanding the foregoing, the parties acknowledge and represent that in the event that Customer exceeds the total Quantity as set forth per Product above ("Overages"), HealthStream shall not be precluded from billing and collecting payment for any Overages incurred. Any Overages shall be memorialized by an Order Form which details the Quantity and amounts of the Overages to be billed.

## **5. Proprietary Rights.**

**5.1 Reservation of Rights.** Customer acknowledges that in providing the Service(s), HealthStream utilizes (a) the HealthStream name, the HealthStream logo, the HealthStream domain name, the product and service names associated with the Service(s), and other trademarks and service marks; (b) certain audio and visual information, documents, software and other works of authorship; (c) certain processes including, but not limited to, HealthStream's databases, questionnaires, market research procedures, tabulation procedures, creative processes, statistical methods, and production methods; and (d) other technology, software, hardware, products, processes, algorithms, user interfaces, know-how and other trade secrets, techniques, designs, inventions and other tangible or intangible technical material or information (collectively, "HealthStream IP") and that the HealthStream IP is covered by intellectual property rights owned or licensed by HealthStream (collectively, "HealthStream IP Rights"). Other than as expressly set forth in this Agreement, no license or other rights in or to the HealthStream IP or HealthStream IP Rights are granted to Customer, and all licenses and rights are expressly reserved.

**5.2 License Grant.** HealthStream grants Customer and its Users a worldwide, non-exclusive, non-transferable, non-sublicenseable subscription based right to access and use the Service(s) in accordance with the terms of this Agreement.

**5.3 Restrictions.** Customer shall not (a) modify, copy or create derivative works based on the Service(s) or HealthStream IP; (b) create Internet "links" to or from the Online Service(s), or "frame" or "mirror" any content forming part of the Online Service(s), other than on Customer's own intranet; or (c) disassemble, reverse engineer, or decompile the Service(s) or HealthStream IP, or access it in order to build a similar or competitive product or service or copy any ideas, features, functions or graphics of the Service(s).

**5.4 Customer Data.** Customer shall provide HealthStream with data necessary to provide Users with full access to the Services. As between HealthStream and Customer, all data obtained by HealthStream from Customer and through the provision of the Service(s) (collectively, the "Customer Data") is owned exclusively by Customer. Customer grants HealthStream an unrestricted, royalty-

free, irrevocable license to maintain and distribute aggregated compilations of Customer Data ("Aggregated Data") and to use such Aggregated Data for future studies and reports; provided, however, that the Aggregated Data will not reveal any personal information or the identity of Customer. HealthStream may distribute certain Customer Data to licensing and accreditation organizations for the benefit of Users. HealthStream will release the minimum data required to adequately credit Users for educational activities completed.

**5.5 Suggestions.** HealthStream shall have a royalty-free, worldwide, perpetual license to use or incorporate into the Service(s) any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Customer or its Users relating to the Service(s).

## **6. Confidentiality.**

**6.1 Definition of Confidential Information.** As used in this Agreement, "Confidential Information" means all confidential and proprietary information of a party ("Disclosing Party") disclosed to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure including, without limitation, the terms and conditions of this Agreement (including pricing and other terms reflected in all Order Forms under this Agreement), the Customer Data, the Service(s), the HealthStream IP, business and marketing plans, technology and technical information, product designs, and business processes. Confidential Information (except for Customer Data) shall not include any information that: (a) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (c) was independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party; or (d) is received from a third party without breach of any obligation owed to the Disclosing Party.

**6.2 Confidentiality.** The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, except as may be required by law. Each party agrees to protect the confidentiality of the Confidential Information of the other party in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind, but in no event shall either party exercise less than reasonable care in protecting the Confidential Information. If the Receiving Party is compelled by law to disclose Confidential Information of the Disclosing Party, it shall provide the Disclosing Party with prior notice of the compelled disclosure (to the extent legally permitted and reasonable) and reasonable assistance, at Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

**6.3 Remedies.** If the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the Disclosing Party in breach of this Section 6, the Disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin the acts, it being specifically acknowledged by the parties that any other available remedies are inadequate.

## **7. Warranties & Disclaimers.**

### **7.1 Warranties.**

**(a) General.** Each party represents and warrants that it has the legal power to enter into this Agreement. HealthStream represents and warrants that (i) it will provide the Service(s) in a manner consistent with general industry standards reasonably applicable to the provision of the Service; (ii) it owns or otherwise has sufficient rights to the Service(s) and the HealthStream IP to grant the rights and licenses granted in this Agreement; (iii) it will perform the Services in a skillful, professional, workmanlike and competent manner by qualified personnel; (iv) the Service(s) and HealthStream IP do not infringe any intellectual property rights of any third party. During the term of this Agreement, (i) the Service(s) shall perform materially in accordance with any applicable user guides or specifications; and (ii) the functionality of the Online Service(s) will not be materially decreased from that available as of the Effective Date. Customer agrees that its purchase of the Service(s) is not contingent upon the delivery of any

future functionality or features nor is it dependent upon any oral or written public comments made by HealthStream with respect to future functionality or features. Notwithstanding the foregoing, subsequent updates, upgrades, enhancements to the Online Services made generally available to all subscribing customers will be made available to Customer at no additional charge.

(b) **Non-Exclusion.** HealthStream represents and warrants that HealthStream, its officers, directors, and employees (i) are not currently excluded, debarred, or otherwise ineligible to participate in the federal healthcare programs as defined in 42 U.S.C. §1320a-7b(f) (the "federal healthcare programs"), (ii) have not been convicted of a criminal offense related to the provision of healthcare items or services and have not been excluded, debarred, or otherwise declared ineligible to participate in the federal healthcare programs, and (iii) are not, to the best of its knowledge, under investigation or otherwise aware of any circumstances which may result in HealthStream being excluded from participation in the federal healthcare programs. This shall be an ongoing representation and warranty and HealthStream shall immediately notify Customer of any change in the status of the representations and warranty set forth in this section.

**7.2 Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, HEALTHSTREAM MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. HEALTHSTREAM SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

## **8. Indemnification.**

**8.1 Indemnification by HealthStream.** Subject to this Agreement, HealthStream shall defend, indemnify and hold Customer harmless against any loss or damage (including reasonable attorneys' fees) incurred in connection with claims, demands, suits, or proceedings ("Claims") made or brought against Customer by an unaffiliated third party alleging that the use of the Service(s) as contemplated under this Agreement infringes the intellectual property rights of such third party; provided, that Customer (a) promptly gives written notice of the Claim to HealthStream; (b) gives HealthStream sole control of the defense and settlement of the Claim (provided that HealthStream may not settle or defend any Claim unless it unconditionally releases Customer of all liability); and (c) provides to HealthStream, at HealthStream's cost, all reasonable assistance.

**8.2 Indemnification by Customer.** Subject to this Agreement, Customer shall defend, indemnify and hold HealthStream harmless against any loss or damage (including reasonable attorneys' fees) incurred in connection with Claims made or brought against HealthStream by an unaffiliated third party alleging that the Customer Data or Customer's use of the Service(s) (as opposed to the Service itself) infringes the intellectual property rights of, or has otherwise harmed, a third party; provided, that HealthStream (a) promptly gives written notice of the Claim to Customer; (b) gives Customer sole control of the defense and settlement of the Claim (provided that Customer may not settle or defend any Claim unless it unconditionally releases HealthStream of all liability); and (c) provides to Customer, at Customer's cost, all reasonable assistance.

**9.1 Limitation of Liability.** EXCEPT FOR LIABILITY ARISING UNDER SECTIONS 4 (PAYMENT OF FEES) OR 5.3 (RESTRICTIONS), IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE LESSER OF \$160,000 OR THE AMOUNTS ACTUALLY PAID BY AND DUE FROM CUSTOMER UNDER THIS AGREEMENT.

**9.2 Exclusion of Consequential and Related Damages.** IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS, LOSS OF USE, COSTS

OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF THE DAMAGE.

## **9.3. Intentionally Deleted.**

**9.4 WAIVER OF RIGHT TO JURY TRIAL.** EACH PARTY HEREBY WAIVES ANY RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY ACTION OR LITIGATION IN ANY WAY ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY ORDER FORM UNDER THIS AGREEMENT.

## **10. Term & Termination.**

**10.1. Term of Agreement.** This Agreement commences on the Effective Date (July 1, 2021) and continues in effect through December 31, 2025, unless terminated earlier pursuant to the terms of this Agreement and specifically, Section 10.3 below.

**10.2 Term of User Subscriptions.** User subscriptions for Online Service(s) commence on the start date specified in the relevant Order Form and continue for the subscription term specified in the Order Form.

**10.3 Termination for Cause.** A party may terminate this Agreement for cause: (a) upon ninety (90) days written notice of a material breach to the other party if the breach remains uncured at the expiration of the cure period; or (b) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. Upon any termination for cause by Customer, HealthStream shall refund Customer any prepaid fees for Service(s) for the remainder of the User subscription term after the date of termination. Termination shall not relieve Customer of the obligation to pay any fees accrued or payable to HealthStream prior to the effective date of termination.

Notwithstanding the foregoing, in the event that funds are not appropriated for the then current fiscal year as it relates to a specific Order Form, the Customer shall have the right to terminate that Order Form. To the extent that a partial funding is made, the Customer will continue with the Order Form as partially funded. Customer agrees that it shall not activate this non-appropriate provision for its convenience or to circumvent the requirements of this Agreement, but only as an emergency fiscal measure.

**10.4 Surviving Provisions.** The following provisions shall survive any termination or expiration of this Agreement: Sections 4, 5 (excluding Section 5.2), 6, 7, 8, 9, 10 and 11.

## **11. General Provisions.**

**11.1 Relationship of the Parties; Publicity.** This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. There are no third-party beneficiaries to this Agreement. Neither party may issue press releases relating to this Agreement without the other party's prior written consent. Either party may include the name and logo of the other party in lists of customers or vendors in accordance with the other party's standard guidelines.

**11.2 Notices.** All notices required hereunder shall be in writing and shall be deemed to have been duly given upon receipt, and shall be either delivered in person, by registered or certified mail, postage prepaid, return receipt requested, or by overnight delivery service with proof of delivery. Notices to HealthStream shall be addressed to the attention of its Legal Department. Notice addresses are listed on the signature page.

**11.3 Waiver and Cumulative Remedies; Severability.** No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated in this Agreement, the remedies provided in the Agreement are in addition to, and not exclusive of, any other remedies of a party at law or in equity. If any provision of this Agreement is held by a court of competent

jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

**11.4 Assignment.** Neither party may assign any of its rights or obligations under this Agreement, whether by operation of law or otherwise, without the prior express written consent of the other party. Notwithstanding the foregoing, either party may assign this Agreement together with all rights and obligations under this Agreement, without consent of the other party, in connection with a merger, equity purchase, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Any attempt by a party to assign its rights or obligations under this Agreement in breach of this section shall be void and of no effect. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

**11.5 Attorney's Fees.** Should either party hereto institute any action or proceeding to enforce any provision of this Agreement or for any damages by reason of default under any representation, warranty or covenant set forth in this Agreement, or for a declaration of such party's rights or obligations under this Agreement or for any other judicial remedy, the party to whose favor final judgment is entered is entitled to receive from the losing party such amount as the court may judge to be reasonable attorneys' fees for services rendered to the prevailing party.

**11.6 Entire Agreement.** This Agreement, including all exhibits and addenda to this Agreement and all Order Forms signed under this Agreement, constitutes the entire agreement between the parties, and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by both parties. In the event of any conflict between the provisions in this Agreement and any exhibit or addendum to this Agreement, or Order Form signed under this Agreement, the terms of the exhibit, addendum or Order Form shall prevail to the extent of any inconsistency. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Customer purchase order or in any other Customer order documentation (excluding Order Forms) shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void. This Agreement may be executed in counterparts, which taken together shall form one legal instrument.

**11.7 Insurance.** During the term of this Agreement and without limiting or diminishing the HealthStream's obligation to indemnify or hold the Customer harmless, HealthStream shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the Customer herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

**A. Workers' Compensation:** HealthStream shall maintain statutory Workers' Compensation Insurance (Coverage A) as required by law. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident.

**B. Commercial General Liability:** Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of HealthStream's performance of its obligations hereunder. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit.

**C. Vehicle Liability:** If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then HealthStream shall maintain liability insurance for all owned, non-

owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit.

Upon request, HealthStream shall name the Customer as Additional Insureds under the Commercial General Liability policy.

**11.8 Electronic Signature** This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party to this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

**11.9 Independent Contractor.** HealthStream is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the Customer. It is expressly understood and agreed that the HealthStream (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which Customer employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and each party shall hold the other harmless from any and all claims that may be made based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement.


**11.10 Subcontract for Work or Services.** No contract shall be made by HealthStream with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the Customer; but this provision shall not require the approval of contracts of employment between the HealthStream and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

**11.11 Non-Discrimination.** HealthStream shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) and all other applicable laws or regulations.

**11.12 Records and Documents.** HealthStream shall make available, upon written request by any duly authorized Federal, State, or Customer agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the HealthStream's costs related to this Agreement. All such books, documents and records shall be maintained by HealthStream for at least five years following termination of this Agreement and be available for audit by the Customer. HealthStream shall provide to the Customer reports and information related to this Agreement as reasonably requested by Customer.

IN WITNESS WHEREOF, and intending to be legally bound hereby, each party hereto warrants and represents that this Agreement has been duly authorized by all necessary corporate action and that this Agreement has been duly executed by and constitutes a valid and binding agreement of that party.

**HealthStream, Inc.**  
500 11<sup>th</sup> Avenue North, Suite 1000, Nashville, TN 37203

By:   
Michael Collier [Jul 7, 2021 11:40 AM]  
Print Name: Michael M Collier  
Title: Senior Vice President and General Counsel  
Date: Jul 7, 2021

**Riverside University Health System**  
26520 Cactus Ave, Moreno Valley, CA 92555  
By:   
Print Name: KAREN SPIEGEL  
Title: CHAIRPERSON  
Date: JUL 27 2021

ATTEST:  
KECIA R. HARPER, Clerk  
By   
DEPUTY

FORM APPROVED COUNTY COUNSEL  
BY  7-7-21  
ESEN E. SAINZ DATE



**EXHIBIT A**

**Authorized Purchasing Entities**

To be attached listed by the Customer, these are entities authorized to enter into Order Forms and bind Customer under this Agreement.

For Customer Reference – this MSA shall apply to Order Form ORD-0724485

# Order Form



**Submitted Date** July 2, 2021

**Order Number** ORD-0724485

**P.O. Number**

**Tax Exempt?** No

**Customer Information**  
**Name** Riverside University Health System  
**Address** 26520 Cactus Avenue  
 Moreno Valley, CA 92555

**Primary Contact**  
**Name** Lekisha Reese  
**Email** l.reese@ruhealth.org  
**Phone** (951) 486-5109

**Billing Contact**  
**Name** Rebekah Marshall  
**Email** r.marshall@ruhealth.org  
**Phone** (951) 486-4041

**HealthStream Information**  
**Name** HealthStream, Inc.  
**Address** 500 11th Avenue North  
 Suite 1000  
 Nashville, TN 37203

**HealthStream Contact**  
**Name** David Sewell  
**Email** david.sewell@healthstream.com  
**Phone** (909) 575-7245

**ORDER DETAILS – The pricing set forth in this Order Form, including any applicable discounts, shall expire if this Order Form is not signed and returned to HealthStream on or before 5:00PM Central Time on July 15, 2021.**

**Billing Frequency: Annually. Term January 1, 2021 – December 31, 2025 (subject to the terms of the MSA (as defined herein)).**

Product	Quantity	Unit Price	Term (Months)	Annual Price	Total Price
HCCS Customized Corporate Compliance Library (HCCS_02)	4200	\$2.75	60	\$11,550.00	\$57,750.00
HCCS Customized HIPAA Compliance Library (HCCS_04)	4200	\$2.75	60	\$11,550.00	\$57,750.00
HCCS Customized Professional Compliance Library (HCCS_01)	4200	\$2.75	60	\$11,550.00	\$57,750.00
hStream	4200	\$4.39	60	\$18,438.00	\$92,190.00
HealthStream ePortfolio (Complimentary)	4200	\$0.00	60	\$0.00	\$0.00
<b>Subtotal:</b>				<b>\$53,088.00</b>	<b>\$265,440.00</b>

Billing Frequency: UpFront

Product	Quantity	Unit Price	Term (Months)	Total
hStream Administrator Training Webinar	2	\$0.00	1	\$0.00
<b>Subtotal:</b>				<b>\$0.00</b>

**Grand Total: \$265,440.00**

## Product Specific Terms

### Compliance Courseware

HealthStream will furnish Customer with the courseware pursuant to the terms contained in the Order Form. The courseware will provide for flexible training, testing and tracking for educating all levels of staff members on compliance training content.

Additional Terms: Included with your subscription are the following:

- Standard customizations, including:
  1. The institution's Compliance/Privacy Officer Contact Info;
  2. The institution's Fraud and Abuse Hotline / Helpline information;
  3. The institution's Compliance or HIPAA Policy documents;
  4. The institution's Logo and/or name as a "header" for many of the courseware screens;
  5. Inclusion of photograph, voice, and/or video introduction or video from the institution's Compliance Officer /CEO / President / Director;
  6. Option to turn pre-assessments off; and
  7. Ability to customize passing scores of pre-assessments and final quizzes.
- One (1) site license for the course or courses licensed over the courseware term. A site license means that HealthStream will implement one (1) instance of each of the compliance courses on the HealthStream learning management system. The standard customizations listed above will be done for each course but not for each individual site if the Customer has more than one site.

Any course customizations requested by Customer that is not listed above, shall be billed at an additional mutually agreed upon fee based on a scope of work document executed by the parties and shall be governed by the terms of the Master Services Agreement.

### hStream

hStream is the essential technology that enables:

- Access to and among ecosystem applications, content, and services
- Identity and permission management
- Data storage and back-up
- Security protection

A subscription to hStream is required for each User accessing any application on the HealthStream Platform and provides Membership benefits, such as:

- New functionality within existing applications
- Pricing discounts
- Free and optional access to certain hStream enabled tools, applications, and content
- Facilitation of certain content delivery
- Access to selected free content, such as certain continuing education courses and OneSource medical product training library

### HealthStream ePortfolio

HealthStream ePortfolio is an expanded User profile that collects and stores individual User learning, education and employment data to, among other things, render a digital portfolio for the benefit of the Customer and each individual User. Specific features of ePortfolio include, but are not limited to:

- Expanded "Profile" to allow Users to input education, experience, membership and other personal data as part of each User's ePortfolio
- Move and hide sections within the overall profile
- Integration with the HealthStream Learning Center and HealthStream Core Foundations allows system data to directly populate a User's ePortfolio profile
- Ability to generate and format a resume based on ePortfolio User data
- Document management – allows Users to upload documents and link files to profile elements

# Order Form



Customer acknowledges that HealthStream may provide Users with a copy of their individual ePortfolio profile data for accreditation, licensing and the User's personal use.

This Order Form, including all attachments and exhibits hereto, and the use of the Service(s) ordered shall be governed in all cases by the Master Services Agreement (the "Agreement" or "MSA") between Customer and HealthStream, Inc., as amended.

This Order Form is intended by both parties to run for the full term set forth for each Service in the Order Details table above, and the parties acknowledge they are aware of the current expiration date of this Order Form and the provisions for renewal and termination set forth in the Agreement. Third party courseware runs for the full term set forth herein and is not subject to any renewal provisions set forth in the Agreement. In the event the Agreement is terminated or expires prior to the expiration of the full term set forth above for each Service, the term of each Service license shall also expire at that time and the Customer will not recover any fees paid in advance for the Product(s) for any part of the term or quantity for that Product or those Products that go unused, except as otherwise provided in the Agreement.

IN WITNESS WHEREOF, and intending to be legally bound hereby, each party hereto warrants and represents that this Order Form has been duly authorized by all necessary corporate action and that this Order Form has been duly executed by and constitutes a valid and binding agreement of that party.

HealthStream Inc.

By:   
Michael Collier (Jul 7, 2021 11:02:00 AM)

Print Name: Michael M. Collier

Print Title: Senior Vice President and General Counsel

Date: Jul 7, 2021

Riverside University Health System

By: 

Print Name: KAREN SPIEGEL

Print Title: CHAIRPERSON

Date: JUL 27 2021

ATTEST:

KECIA R. HARPER, Clerk

By:   
DEPUTY






# RUHS-HealthStream MSA & Order Form

Final Audit Report

2021-07-07

Created:	2021-07-07
By:	Karen Leite (k.leite@ruhealth.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAD1JxisYgywglevRHE-NXRmQf5unuf1SJ

## "RUHS-HealthStream MSA & Order Form" History

-  Document created by Karen Leite (k.leite@ruhealth.org)  
2021-07-07 - 6:06:56 PM GMT- IP address: 158.61.6.0
-  Document emailed to Michael Collier (michael.collier@healthstream.com) for signature  
2021-07-07 - 6:19:40 PM GMT
-  Email viewed by Michael Collier (michael.collier@healthstream.com)  
2021-07-07 - 6:42:25 PM GMT- IP address: 104.47.70.126
-  Document e-signed by Michael Collier (michael.collier@healthstream.com)  
Signature Date: 2021-07-07 - 6:42:42 PM GMT - Time Source: server- IP address: 68.52.169.121
-  Agreement completed.  
2021-07-07 - 6:42:42 PM GMT



Date: June 22, 2021  
 From: Jennifer Cruikshank, CEO  
 To: Board of Supervisors/Purchasing Agent  
 Via: Lekisha Reese  
 Subject: Sole or Single Source Procurement; Request for Web Based Training

The below information is provided in support of my Department requesting approval for a sole or single source. *(Outside of a duly declared emergency, the time to develop a statement of work or specifications is not in itself justification for sole or single source.)*

1. Supplier being requested: HealthStream

2. Vendor ID: 88902

3.  Single Source  Sole Source

4. Have you previously requested and received approval for a sole or single source request for this vendor for your department? *(If yes, please provide the approved sole or single source number).*

Yes  No  
 SSJ# \_\_\_\_\_

4a. Was the request approved for a different project?

Yes  No

5. Supply/Service being requested:

Mandated Healthcare compliance training to comply with government regulations and accrediting body requirements.

6. Unique features of the supply/service being requested from this supplier.

Billing and Corporate Compliance, HIPAA, Privacy and Security, Research Compliance and Workplace compliance – Specialized training to include essential courses for meeting CMS, HHS, and OIG requirements.

7. Reasons why my department requires these unique features from the vendor and what benefit will accrue to the county: HealthStream is specifically tailored for healthcare compliance across the care continuum to comply with mandated government regulations

and accreditation requirements. In addition, this service meets the Clinically Integrated Network contract with LLU, which allows our shared providers that transition between both RUHS and Loma Linda University who are also required to undergo Annual HIPAA education. The joint decision to have the education materials match and in turn allow RUHS and LLU to mutually accept certifications for regulatory mandates.

8. **Period of Performance:** Five (5) years From: 1/1/21 to 12/31/25

Is this an annually renewable contract?  No  Yes  
 Is this a fixed-term agreement:  No  Yes

*RECOMMEND 5yr FIXED TERM with Renew Annually?*

9. **Identify all costs for this requested purchase. In addition, please include any single or sole source amounts previously approved and related to this project and vendor in the section designated below for current and future fiscal years. You do not need to include previous fiscal year amounts. If approval is for multiple years, ongoing costs must be identified below. If annual increases apply to ongoing costs such as CPI or other contract increases, provide the estimated annual cost for each consecutive year. If the annual increase may exceed the Purchasing Agent's authority, Board approval must be obtained. (Note: ongoing costs may include but are not limited to subscriptions, licenses, maintenance, support, etc.)**

Description:	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25	Total
Costs:						
Annual	\$53,088	\$53,088	\$53,088	\$53,088	\$53,088	\$265,440
Total Costs	\$53,088	\$53,088	\$53,088	\$53,088	\$53,088	\$265,440

**10. Price Reasonableness:**

This program has been tailored by RUHS to meet the needs for all staff and administrators as required by law. In January 2020 RUHS conducted a RFI and received three timely submittals. The Compliance Department compared quantity and frequency of classes, type, company capability and the integration of varying training plans and opted to retain HealthStream considering the cost and indirect labor of implementing a new system during reoccurring COVID19 surges.

The software and support by HealthStream provides the best practice curriculum, education and training to meet requirements with CMS, HHS, and the OIG.

RUHS will be increasing user quantities by 1700 (40%), but per user cost will drop 33% with larger volume resulting in only a \$13,000 per year increase. This agreement will fix the user rates for the next five years and allow continued certificate sharing with LLU.

11. Projected Board of Supervisor Date (if applicable): 7/20/21  
(Draft Form 11s, service agreement and or quotes must accompany the sole source request for Purchasing Agent approval.)

Jennifer Cruikshank Jennifer Cruikshank Jun 23, 2021  
Department Head Signature Print Name Date  
(or designee)

The section below is to be completed by the Purchasing Agent or designee.

Purchasing Department Comments:

Approve Approve with Condition/s Disapprove

Condition/s:

Requires Bos Approval and PSA approved to  
Form By County Counsel  
Recommend 5yr fixed term.

Not to exceed:

One-time \$ \_\_\_\_\_

Annual Amount \$ 53088 / per fiscal year through 6/30/25 (date)  
(If Annual Amount Varies each FY)

FY \_\_\_\_\_ : \$ \_\_\_\_\_  
FY \_\_\_\_\_ : \$ \_\_\_\_\_  
FY \_\_\_\_\_ : \$ \_\_\_\_\_  
FY \_\_\_\_\_ : \$ \_\_\_\_\_  
FY \_\_\_\_\_ : \$ \_\_\_\_\_

Suzanna Hinckley  
Purchasing Agent

7/2/21  
Date

22-019  
Approval Number  
(Reference on Purchasing Documents)