



SUBMITTAL TO THE RIVERSIDE UNIVERSITY HEALTH SYSTEM MEDICAL CENTER GOVERNING BOARD COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



ITEM: 18.2
(ID # 29355)

MEETING DATE:
Tuesday, December 09, 2025

FROM : RUHS-MEDICAL CENTER

SUBJECT: RIVERSIDE UNIVERSITY HEALTH SYSTEM - MEDICAL CENTER: Approve Order Form ORD-0814061 with HealthStream, Inc. for Healthcare Compliance and HIPAA Web Based Training Without Seeking Competitive Bids for five (5) years effective January 1, 2026 through December 31, 2030, All Districts. [Total Cost \$541,227; Up to \$54,122 in Additional Compensation] 100% Hospital Enterprise Fund - 40050

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve Order Form ORD-0814061 with HealthStream, Inc. for Healthcare Compliance and HIPAA Web Based Training Without Seeking Competitive Bids from January 1, 2026 through December 31, 2030, not to exceed an aggregate cost of \$541,227 and authorize the Chair of the Board to sign the Order Form on behalf of the County; and
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459 and based on the availability of fiscal funding and as approved as to form by County Counsel, to; (a) sign amendments including modifications to 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 cost of the Order Form.
3. Direct the Purchasing Agent to issue Purchase Order(s) for the services provided not to exceed the approved amounts

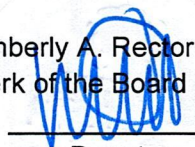
ACTION:Policy

Jennifer Cruikshank
Jennifer Cruikshank, Chief Executive Officer - Health System 11/24/2025

MINUTES OF THE GOVERNING BOARD

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

Ayes: Medina, Spiegel, Washington, Perez, and Gutierrez
Nays: None
Absent: None
Date: December 9, 2025
xc: RUHS-MC

Kimberly A. Rector
Clerk of the Board
By: 
Deputy

**SUBMITTAL TO THE RIVERSIDE UNIVERSITY HEALTH
SYSTEM MEDICAL CENTER GOVERNING BOARD OF DIRECTORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$100,920	\$104,487	\$541,227	\$0
NET COUNTY COST	\$	\$		\$0
SOURCE OF FUNDS: 100% Hospital Enterprise Fund 40050			Budget Adjustment:	No
			For Fiscal Year:	FY25/26 – FY29/30

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

This Board action requests approval of Order Form ORD-0814061 with HealthStream, Inc. without seeking competitive bids in the amount of \$541,227 for web based training in support of the Riverside University Health System (RUHS) Corporate Compliance Department. Order Form ORD-0814061 consists of ComplyQ Compliance and HIPAA web based curriculum. Our current Master Services Agreement with HealthStream, Inc., which includes these compliance courses, will expire December 31, 2025.

The HealthStream system is specifically tailored for healthcare compliance across the care continuum to comply with mandated government regulations and accreditation requirements. Corporate Compliance is mandated to address multiple requirements 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.

Furthermore, with the 2023 Board of Supervisors policy B-23 Hybrid Entity expansion project, several additional County departments now have users who require compliance training due to their need to access patient data in EPIC. These additional departments, coupled with organizational growth, have resulted in the need to provide additional users access to Compliance and HIPAA curriculum.

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.

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SYSTEM MEDICAL CENTER GOVERNING BOARD OF DIRECTORS
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Additional Fiscal Information

There are sufficient funds in the Department's FY25/26 budget and no additional County funds are required.

Contract History and Price Reasonableness

On March 31, 2025, a new Master Services Agreement (MSA) was executed under the Purchasing Agent's authority to include web based learning courses focused on Nursing and NICU-PICU patient care.

RUHS is now requesting to include Order Form ORD-0814061 under this recently executed MSA. Since the requested Compliance and HIPAA web based curriculum do not fall under Direct Patient Care as defined by Resolution 2024-127, RUHS is requesting Board approval of SSJ 22-019b and approval of Order Form ORD-0184061 for five (5) years.

ORD-0814061 will increase the aggregate cost of these services by \$168,957 over the previous aggregate cost of \$372,270. This increase is a result of the cost associated with granting access to almost double the number of users than what was previously needed.

The Order Form requires Board approval as the compensation provision exceeds the Purchasing Agent's authority and \$50,000 threshold for contracting with a vendor for professional services without seeking competitive bids per Purchasing Policy Manual, County Ordinance 459 and California Government Code § 25502.5.

ATTACHMENTS:

- Attachment A: Master Services Agreement with HealthStream, Inc.
- Attachment B: Order Form ORD-0814061
- Attachment C: Sole Source Justification 22-019b

 Stacy Orton, Assistant Director of Purchasing	11/25/2025	 Jacqueline Ruiz, Principal Analyst	12/2/2025
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 Gregg Gu, Chief of Deputy County Counsel	11/24/2025
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Submitted Date October 10, 2025

Order Number ORD-0814061

P.O. Number
Tax Exempt? No

Customer Information **Name** Riverside University Health System
Address 26520 Cactus Ave
Moreno Valley, CA 92555-3927

Primary Contact **Name** Lekisha Reese
Email l.reese@ruhealth.org
Phone (951) 486-5065

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 850
Nashville, TN 37203

HealthStream Contact **Name** Lisa Otey
Email lisa.otey@healthstream.com
Phone 615.294.5259

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 December 19, 2025.

Product, Software, or Service	Billing Frequency	Quantity	Term (Months)	Year 1 Unit Price	Year 1 Total	Year 2 Total	Year 3 Total	Year 4 Total	Year 5 Total
HealthStream ComplyQ	Annually	8700	60	\$11.60	\$100,920.00	\$104,487.00	\$108,141.00	\$111,882.00	\$115,797.00
Annual Total:					\$100,920.00	\$104,487.00	\$108,141.00	\$111,882.00	\$115,797.00

Total Order Value: \$541,227.00

Unless set forth in the Order Details above, the Term and invoicing under this Order Form for each Product or Software commences upon Activation. For purposes of this Order Form, "Activation" shall mean that the Product or Software is first made available by HealthStream for access by Customer or its Users. For renewal purchases, the Term and invoicing will begin following the expiration of the then current term.

Product, Software, or Service Specific Terms

HealthStream ComplyQ

HealthStream ComplyQ provides data-driven actionable insights to identify risk areas and address critical compliance outcomes. Optional assessments identify compliance gaps and areas of risk at the individual level and automatically assign compliance content based on assessment performance.

Compliance requirements can vary across healthcare organizations. Provision of information on regulatory standards in these courses does not certify that the courses wholly or partially address all respective guidelines, standards, and measures that affect a given organization. This courseware is intended to provide a foundation for compliance training to healthcare employees, however it is the responsibility of each organization to review all regulatory courses to determine how the information meets their respective needs. HealthStream makes no representations or warranties that any particular course fulfills the regulatory compliance requirement of any particular healthcare organization, as it is the organization's responsibility to make such final determinations regarding regulatory compliance requirements.

Additional Terms and Conditions

1. For applicable credentialing products/subscriptions only:
 - a. "Quantity" refers to the number of Providers (as defined herein) being monitored via the respective products/subscriptions in the Order Details above. "Provider(s)" means individuals, employees, consultants, contractors, clients or agents who are designated by Customer to be verified or a unique provider with an "active" record status in any of Customer's facilities. Providers shall be considered a User per the terms of the MSA (as defined herein). The number of administrative end-users available to Customer ("Administrators") is unlimited. The use of the Software by Users and Administrators is governed by the terms of the MSA.
 - b. Fair Credit Reporting Act (FCRA): To the extent the FCRA applies as related to applicable credentialing products/subscriptions, Customer hereby authorizes HealthStream to act as its authorized representative to independently verify all information regarding a User's credentials and qualifications from original sources, designated equivalent sources when a primary source designates another organization as its agent or from entities that maintain specific credentials information identical to the information of the primary source and to provide such information to the Customer on the User's behalf. Customer will have the sole responsibility for making determinations as to whether the User will be granted membership and/or privileges with the Customer. The Customer has the responsibility to review User Credentialing Information and to immediately report to HealthStream any non-compliant verifications.

To the extent that FCRA applies, Customer certifies that it has taken or will take timely all appropriate steps to comply with the requirements of the FCRA, which shall include but not be limited to:

- Confirming it has a Permissible Purpose for which the Consumer Information will be used and that such information will not be used for any other purpose.
- Certifying that it is a verified entity that is permitted to do business for the Permissible Purpose for which the Consumer Information is provided.
- Confirming that it has (a) obtained written authorization from the individual whose Consumer Information is being requested; (b) provided the individual the required FCRA disclosure in writing; (c) notifying the individual that the Consumer Information requested for employment purposes will be used only for lawful purposes.

For purposes of this FCRA compliance certification, all capitalized terms shall have the same meaning as in the FCRA.

2. Notwithstanding the applicable section of the Agreement (as defined below and including agreements between Customer and a HealthStream-owned entity) outlining the material breach cure period, the cure period for a Customer's failure to make payment within the payment deadline as outlined in the applicable Agreement shall be thirty (30) days.

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., entered into and effective March 31, 2025 and as may be amended. Effective September 1, 2023, VerityStream, Inc. merged with HealthStream, Inc. If applicable, any reference to VerityStream, Inc. in the MSA shall mean HealthStream, Inc.

This Order Form is intended by both parties to run for the full term as set forth in the Order Details table above. In the event the Agreement is terminated or expires prior to the expiration of the full term set forth above for each Software or Service, the term of each Software or Service license, or the subscription to the Software or Services shall also expire at that time and the Customer will not recover any fees paid in advance for the applicable Product(s), Software, or Service(s) for any part of the term or quantity for that Software, Service(s), or Product(s) 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., a Tennessee Corporation

By: Sneha Oakley
 Print Name: Sneha Oakley
 Print Title: General Counsel
 Date: 11/17/2025

County of Riverside, a political subdivision of the state of California on behalf of Riverside University Health System

By: V. Manuel Perez
 Print Name: V. MANUEL PEREZ
 Print Title: CHAIR, BOARD OF SUPERVISORS
 Date: DEC 09 2025

Approved as to Form:
 Minh Tran, County Counsel
 Gregg Ju
 By: Gregg Ju
 Deputy County Counsel

ATTEST:
 KIMBERLY A. RECTOR, Clerk
 By [Signature]
 DEPUTY



SSJ No.: 22-019

Amendment No.: 2

Date: Wednesday, October 29, 2025

From: Lekisha Reese, Chief Compliance and Privacy Officer, RUHS-MC

To: Board of Supervisors

Via: Gilbert Rivera, Senior Administrative Services Analyst, (951)-486-6545

Subject: Request for online Compliance and HIPPA training curriculum

Supporting Documents: indicate which are included in the request from the list below.

- Supplier Quote Supplier Sole Source Letter Final draft agreement
 Final draft Form 11 H-11 approved by RCIT/TSOC Grant Agreement
 Other: _____

1. Supplier Name: Health Stream Inc Supplier ID: 0000088902
2. Reason or Justification for the Amendment: The department wishes to add Compliance and HIPAA training curriculum to the recently executed Master Service Agreement for Learning Management Systems. Corporate Compliance is mandated to address the following areas annually and utilizes the HealthStream content and software to meet: HIPAA, Corporate Compliance, Professional Compliance, Emergency Medical Treatment and Labor Act, 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.

HealthStream provides government and volume-based discounted pricing for comprehensive Learning Management System and Continuing Education offerings. The bundled solution (including implementation, support, maintenance, and accredited content) is comparable to industry standards for healthcare-focused training platforms and

is considered cost-effective given the system's all-in-one capabilities and proven track record in hospital environments.

3. Please include the initial costs from the prior reviewed assigned SSJ in the table below:

a. Amended #1 goods and/or services costs must be identified below (If applicable):

Description:	FY20/21	FY21/22	FY 22/23	FY 23/24	FY 24/25	FY25/26	Total
Original Agreement cost	\$53,088	\$53,088	\$53,088	\$53,088	\$53,088	\$53,088	\$265,440
One-time Costs:	N/A	N/A	\$1,000	\$34,404	\$41,285	\$20,642	\$97,331
Total Costs	\$53,088	\$53,088	\$54,088	\$87,492	\$94,373	\$73,730	\$415,859

b. Amended #2 goods and/or services costs must be identified below (If applicable):

Description:	FY 25/26	FY 26/27	FY 27/28	FY 28/29	FY 29/30	Total
One-time Costs:	\$100,920	\$104,487	\$108,141	\$111,882	\$115,797	\$541,227
Other Costs:						
Total Costs	\$100,920	\$104,487	\$108,141	\$111,882	\$115,797	\$541,227

*With an aggregate contingency of 10% (\$54,122) for a total of \$595,349

4. Period of Performance: January 1, 2026 through December 31, 2030

Ratify Start Date (if applicable): N/A

Initial Term Start Date: January 1, 2026 End Date: December 31, 2030

Number of renewal options (please provide those options: (i.e., one year with an option to renew four additional one-year periods): N/A

Aggregate Term/ End Date: December 31, 2030

5. Projected Board of Supervisor Date (if applicable): December 9, 2025

By signing below, I certify that all contractual and legal requirements to do business with the selected supplier has been fully vetted and approved.

Chelsea Glendinning



Oct 30, 2025

Print Name

Department Head Signature
(Executive Level Designee)

Date

.....
PCS Reviewed:

Israel Gomez


Israel Gomez (Oct 30, 2025 11:36:22 PDT)

Oct 30, 2025

Print Name

Signature

Date

Note: Once signed by the Department Head and PCS (signature lines above), the PCS will e-mail completed SSJ form with supporting documents to psolesource@rivco.org, and cc: Supervising PCS. Please reach out to your assigned PCS with any questions.



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

Purchasing Department Review and Comments: _____

	11/7/2025	22-019b
Purchasing Agent Signature	Date	Tracking Number (Reference on Purchasing Documents)

Master Services Agreement

This Master Services Agreement (“**Agreement**”) is entered into and effective March 31, 2025 (“**Effective Date**”) by and between **HealthStream, Inc.**, a Tennessee corporation, having its principal place of business at 500 11th Avenue North, Suite 1000, Nashville, Tennessee 37203 (“**HealthStream**”) and County of Riverside, a political subdivision of the state of California on behalf of 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), including any previously executed Financial and Licensing Terms Agreement(s), Software License Agreement(s) or Subscription Agreement(s) between HealthStream (which shall include any HealthStream acquired entity, including but not limited to VerityStream, Inc.) and Customer. Notwithstanding the foregoing, this Agreement shall not supersede and replace the following Master Services Agreements: i) Master Services Agreement related to Order Form No. ORD-079405, which Order Form expires on May 31, 2026; and ii) Master Services Agreement related to Order Forms ORD-0776241 and Order Form No. 0724485, which Order Forms expire on December 31, 2025. Customer and HealthStream may be referred to as a “Party” or collectively as the “Parties.”

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

1. Definitions.

“**Affiliate(s)**” of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. The term “control” (including the terms “controlled by” and “under common control with”) means the direct or indirect power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

“**Order Form**” means the ordering documents, including any order forms, representing the initial purchase of or subscription to any Services or the Software 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. A pre-approved Order Form for use between the parties is attached hereto and incorporated as **Exhibit C**.

“**Person**” means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association, or other entity.

“**Professional Services**” means fee-based migration, implementation, training, consulting, or other customized services that HealthStream performs as described in an Order Form, or support services related to the Software.

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

“**Software**” and “**Online Services**” mean certain subscription-based Service(s) provided by HealthStream to Users or Permitted Users and delivered over the Internet or other similar computer networks, and/or the cloud hosted proprietary computer software products subject to this Agreement and any Order Form executed hereunder.

“**Users**” or “**Permitted Users**” (as noted in the applicable Order Form) means Customer's employees, consultants, contractors, clients, agents, or individuals Customer manages or otherwise controls, 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).

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

2.2 Subscription. Use of Software. Subject to the terms and conditions contained herein, HealthStream will make the Software available to Customer, and Customer hereby accepts from HealthStream, a limited, non-exclusive, non-transferable, non-sublicenseable, non-perpetual, subscription to access HealthStream's Software set forth in an applicable Order Form, for its own internal use, in accordance with the terms of this Agreement. This subscription

includes Customer's right to all applicable enhancements, updates, modifications, and new releases for the Software. Customer obtains no rights other than the subscription granted pursuant to this Agreement. Customer acknowledges and agrees that the Software is proprietary and

remains the property of HealthStream. Customer agrees not to disclose the confidential aspects of the Software consistent with the provisions of Section 6 below (Confidentiality) and agrees not to remove any of HealthStream's product identification or trademark, copyright or proprietary notices from the Software. Only Users shall be permitted to use the Software under this Agreement.

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 or subscribed to by Customer to enable the Customer to use the Dependent Online Services. For example, the ability to assign and access content (a Dependent Online Service) 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/or subscribe to, 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 the Services as described in an Order Form (or as otherwise mutually agreed to by the parties in writing); (b) provide telephone and online standard support to designated representatives of Customer as described in the applicable Order Form; 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 (i) acts and omissions of its Users; and (ii) 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 and any content added by users to the Service(s) and/or Software; (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. Customer shall utilize all applicable implementation and/or data conversion Services within twelve (12) months after the Effective Date of the applicable Order Form, unless otherwise agreed to in writing by the parties.

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 Service(s) and the number of User subscriptions purchased in the relevant Order Form, not the extent of actual usage; (b) fees are non-refundable except as explicitly set forth in Section 10.3 of this Agreement; (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 logins and accounts are for named Users (a specific individual) 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 subscribed and/or licensed and paid Users under all Order Forms and subscriptions.

4.2 Updates. HealthStream shall provide Customer with applicable subsequent updates, upgrades, or enhancements to the Online Services and/or Software at such time as they are made generally available to all subscribing customers ("Updates"). When and as HealthStream releases an Updates, HealthStream shall provide them to Customer at no additional charge. If applicable, HealthStream shall make Updates available to Customer accompanied by such documentation and instructions concerning such Updates as determined by HealthStream. All new Updates are considered integral to the Software for purposes of this Agreement and the terms of this Agreement apply to such Updates.

4.3 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. The Customer obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of Customer funding from which payment can be made. It is expressly agreed that neither party shall activate this non-appropriation provision for its convenience or to circumvent the requirements of this Agreement, but only as an emergency fiscal measure. In the State of California,

Government agencies are not allowed to pay excess interest and late charges, per Government Codes, Section 926.10. 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. If Customer requests HealthStream to travel to Customer's location to provide Services under this Agreement or any Order Form, Customer shall reimburse HealthStream for pre-approved reasonable expenses related to such travel. HealthStream shall invoice Customer for any such reimbursable travel expenses as incurred.

4.4 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.

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 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).

5.3 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 (i) incorporate protected health information as the same is defined by the U.S. Health Insurance Portability and Accountability Act of 1996 and (ii) 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.

5.4 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).

5.5 Third-Party Technology. To the extent that HealthStream incorporates any Third-Party Technology (as defined herein) into the Services, HealthStream grants Customer a limited, non-exclusive, non-transferable, without right to sublicense, subscription or license to use such Third-Party Technology delivered to Customer solely as necessary for and in conjunction with Customer's use of the Software in accordance with this Agreement. "Third-Party Technology" shall mean any and all technology and information, data designs, ideas, concepts, user-interfaces, templates, documentation, software, hardware, modules, development tools and other tangible or intangible technical material or information that HealthStream possesses or owns prior to the commencement of the license or subscription or which it develops independent of any activities governed by this Agreement, and any derivatives, modifications or enhancements made to any such property.

6. Confidentiality.

6.1 Definition of Confidential Information. Subject to Section 6.4 below, 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 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. 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 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.

6.4 Disclosures required by law. HealthStream acknowledges that Customer is a governmental entity subject to the public records and meeting laws of the State of California, including the California Public Records Act (Government Code Section 6250 et seq.) and the California Brown Act (Government Code Section 54590 et seq.). Notwithstanding any other provision contained in this Agreement, any information

(including Confidential Information), communications, and documents given by HealthStream to Customer and meetings involving Customer may be subject to disclosure pursuant to the Public Records Act and Brown Act. To the extent Customer is required by law to disclose any of the above-described information, communications, and documents, Customer shall comply with such law. Customer has the right in its sole discretion to determine what shall be disclosed, provided however, that HealthStream has the right to seek the appropriate remedy in advance of County's legal timeframe to respond to such disclosure.

7. Warranties & Disclaimers.

7.1 Warranties.

7.1.1 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.

7.1.2 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. Mutual 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. Limitation of Liability.

9.1 Limitation of Liability. EXCEPT FOR LIABILITY ARISING UNDER SECTIONS 4 (PAYMENT OF FEES) OR 5.2 (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 \$500,000.

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 Limitation of Action. Intentionally omitted.

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 and, unless earlier terminated pursuant to the terms of this Agreement, continues until the later of the date when (a) all subscriptions (and or Order Forms) granted in accordance with this Agreement have expired or been terminated and (b) no Service(s) is being provided by HealthStream.

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 sixty (60) days written notice of a material breach to the other Party if the breach remains uncured at the expiration of the cure period (except that Customer must cure an outstanding payment sixty (60) days from the invoice due date); (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; or (c) upon thirty (30) days for Customer's failure to make payments within the payment deadline outlined in Section 4 above. 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 earned or payable to HealthStream prior to the effective date of termination.

10.4 Return of Customer Data. Upon the natural termination of this Agreement or Order Form, HealthStream shall return the Customer Data to Customer in HealthStream's standard non-proprietary format.

10.5 Surviving Provisions. The following provisions shall survive any termination or expiration of this Agreement: Sections 4, 5, 6, 7, 8, 9, 10 and 12.

11. Insurance. Without limiting or diminishing 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.

11.1 Workers' Compensation: If HealthStream has employees as defined by the State of California, HealthStream shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident.

11.2 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 shall name the Customer as Additional Insured. Policy's limit of liability shall not be less than \$2,000,000 in the aggregate. Policy shall name the Customer as Additional Insureds.

11.3 Cyber Liability Insurance, with limits not less than \$4,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by HealthStream in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

11.4 General Insurance Provisions - All lines:

11.4.1 Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the CUSTOMER Risk Manager. If the CUSTOMER's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

11.4.2 Upon request, HealthStream shall cause HealthStream's insurance carrier(s) to furnish the Customer with a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that a minimum of thirty (30) days written notice shall be given to Customer prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. If

HealthStream insurance carrier(s) policies does not meet the minimum notice requirement found herein, HealthStream shall cause HealthStream's insurance carrier(s) to furnish a 30 day Notice of Cancellation Endorsement.

11.4.3 In the event of a material modification, cancellation, expiration, or reduction in coverage which is not subject to cure by HealthStream, this Agreement shall terminate forthwith, unless the Customer receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. HealthStream shall not commence operations until the Customer has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

11.4.4 It is understood and agreed to by the parties hereto that HealthStream's insurance shall be construed as primary insurance as it pertains to this Agreement, and the Customer's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

11.4.5 HealthStream shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

11.4.6 The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance reasonably acceptable to the Customer.

11.4.7 HealthStream agrees to notify Customer of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

12. General Provisions.

12.1 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.

12.2 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 shall be addressed as follows:

To Customer:

COUNTY OF RIVERSIDE
Riverside University Health System Medical Center
26520 Cactus Avenue
Moreno Valley, CA 92555

To HealthStream:

HealthStream, Inc.
500 11th Avenue North, Suite 8000
Nashville, TN 37203, Attention: General Counsel.

12.3 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.

12.4 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.

12.5 Attorney's Fees. Intentionally omitted.

12.6 Entire Agreement. This Agreement, including all attachments, 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 attachment, exhibit, or addendum to this Agreement, or Order Form signed under this Agreement, the terms of the attachment, 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.

12.7 Books and Records. If required by applicable law, the parties agree that until the expiration of four years after the furnishing of services under this Agreement, HealthStream will make available to the Secretary of the United States Department of Health and Human Services (the "**Secretary**") and the United States Comptroller General (the "**Comptroller**") and their duly authorized representatives, this Agreement and all books, documents and records necessary to certify the nature and intent of the costs of the goods and services provided under this Agreement. If HealthStream carries out any of its duties under this Agreement through a subcontract with a related organization, HealthStream will cause, if required by applicable law, such subcontract to contain a clause affording the Secretary, the Comptroller and their duly authorized representatives similar access to such subcontract and all books, documents and records of the related organization necessary to certify the nature and intent of the costs of the goods and services provided under such subcontract on behalf of Customer. No attorney-client, accountant-client or other legal provision is be deemed to have been waived by the parties by virtue of this provision.

12.8 FERPA. To the extent HealthStream may have access to "education records" from Customer (as that term is defined by the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. 1232g, et seq and regulations promulgated thereunder ("**Education Records**")),

HealthStream agrees that it is deemed a "school official" under FERPA. HealthStream agrees to comply with the requirements of FERPA when handling student information and will promptly notify Customer if HealthStream experiences an actual security breach relating to student information. If any person(s) seeks to access Education Records, whether in accordance with FERPA or other federal or state laws or regulations, HealthStream will promptly inform Customer of such request in writing if allowed by law or judicial or administrative order.

12.9 Fair Credit Reporting Act (FCRA). If applicable, Customer hereby authorizes HealthStream to act as its authorized representative to independently verify all information regarding a User's credentials and qualifications from original sources, designated equivalent sources when a primary source designates another organization as its agent or from entities that maintain specific credentials information identical to the information of the primary source and to provide such information to the Customer on the User's behalf. Customer will have the sole responsibility for making determinations as to whether the User will be granted membership and/or privileges with the Customer. The Customer has the responsibility to review User Credentialing Information and to immediately report to HealthStream any non-compliant verifications. To the extent that FCRA applies, Customer certifies that it has taken or will take timely all appropriate steps to comply with the requirements of the FCRA, which shall include but not be limited to: (i) Confirming it has a Permissible Purpose for which the Consumer Information will be used and that such information will not be used for any other purpose; (ii) Certifying that it is a verified entity that is permitted to do business for the Permissible Purpose for which the Consumer Information is provided; (iii) Confirming that it has (a) obtained written authorization from the individual whose Consumer Information is being requested; (b) provided the individual the required FCRA disclosure in writing; (c) notifying the individual that the Consumer Information requested for employment purposes will be used only for lawful purposes; and (iv) For purposes of this FCRA compliance certification, all capitalized terms shall have the same meaning as in the FCRA.

12.10 Security Program. HealthStream shall comply with the Security Program as defined and outlined in the attached Exhibit B.

12.11 Disputes. The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. HealthStream shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

12.12 Intentionally Deleted.

12.13 Electronic Signatures. 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 of 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.

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.

By: Michael Collier
Print Name: Michael Collier
Title: Corporate Secretary and EVP
Date: Mar 31, 2025

County of Riverside, a political subdivision of the state of California on behalf of Riverside University Health System

By: Joel Ruvalcaba
Print Name: Joel Ruvalcaba
Title: Procurement Contract Specialist
Date: 03/31/2025

APPROVED AS TO FORM :

Minh C. Tran
County Counsel
By: Esen Sainz
Name: Esen Sainz
Title: Deputy County Counsel
Date: 03/31/2021

EXHIBIT A

Authorized Purchasing Entities

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

EXHIBIT B
Information Security Addendum (Security Addendum)

HealthStream, Inc. shall be referred to herein as “we”, “us” or “our”. This Security Addendum is incorporated into and made a part of the written agreement between the parties that references this document (the “**Agreement**”) and any capitalized terms used but not defined herein shall have the meaning set forth in the Agreement. In the event of any conflict between the terms of the Agreement and this Security Addendum, this Security Addendum shall govern. This Security Addendum shall only apply to HealthStream hosted products and does not apply to any on-prem or other installed software on Customer’s infrastructure.

We maintain a comprehensive documented security program based on NIST CSF framework (or industry recognized successor framework), under which we implement and maintain physical, administrative, and technical safeguards designed to protect the confidentiality, integrity, availability, and security of the Online Services and Customer Data (the “**Security Program**”), including, but not limited to, as set forth below. We regularly test and evaluate our Security Program and may review and update the Security Program as well as this Security Addendum, provided, however, that such updates shall be designed to enhance and not materially diminish the Security Program.

The Security Program and its policies and procedures cover all of our workforce members, including full-time and part-time employees in all job roles, temporary staff, contractors and subcontractors, volunteers, interns, managers, executives, employees, and third parties.

1. Hosting Locations.

- 1.1. We host our mission-critical servers in dedicated cages within data centers located in the US. These data centers are SOC1, and SOC2 compliant.
- 1.2. These facilities feature 24/7 manned security, fully redundant power backup systems, physical access controls, biometric authentication systems, extensive seismic bracing, the latest in early-detection smoke and fire alarms, and digital surveillance systems. All server and network components are continuously monitored by internal staff and by the colocation providers.
- 1.3. Access to each system, network device, and application is limited to authorized personnel, and login details within the event logs are reviewed on a continual basis.

2. Data Protection and Backup. Our data backup model provides near real-time database replication to ensure Customer Data is both backed up and available on redundant and geographically dispersed servers. Full back up is performed on a weekly basis and is stored encrypted in an environment physically separated from the primary servers to ensure fault tolerance.

3. Disaster Recovery. We maintain a replicated backup hosting facility in both our cloud and on-prem hosting. All production data is fully replicated to a redundant and geographical dispersed hosting facility. Disaster Recovery plans are tested on an annual basis.

4. Data Encryption. We use Transport Layer Security (TLS) 1.2 with a preferred AES 256-bit algorithm in CBC mode and 2048-bit server key length with industry-leading modern browsers. When an individual accesses our platform via web browser, mobile applications, email add-in, or browser extension, TLS technology protects that information using data encryption.

5. Network Security. We use industry-standard network protection procedures, including network segregation using VLAN’s, firewall and router technologies, intrusion detection and prevention systems, centralized log aggregation, and alert mechanisms. These procedures are used in conjunction with secure connectivity, including secure channels and internal multi-factor authentication for authorized systems operations group personnel. This allows us to prevent, detect, and promptly remediate the impact of malicious traffic and network attacks.

6. Regular Updates and Patch Management. Ongoing internal network security audits and scanning gives us an overview for quick identification of impacted systems and services. According to our corporate patch management policy, operating systems, software, frameworks, and libraries used in our infrastructure are updated to the latest versions on a regular basis. Whenever a vulnerability in a product used by us or a high or critical vulnerability is publicly reported, prompt actions are taken to mitigate any potential risks for our customers — including the application of hotfixes and patches promptly when available and/or implementing pro-active compensating controls such as configuration of firewalls or IDS/IPS.

7. Separation of Customer Data. Customer Data is logically separated at the database/datastore level using a unique identifier for the institution.

8. Security Incident Reporting and Response. We implement an information security incident response process to consistently detect, respond, and report incidents, minimize loss and destruction, mitigate the weaknesses that were exploited, and restore information system functionality and business continuity as soon as possible.

8.1. The incident response process addresses:

- Continuous monitoring of threats through intrusion detection systems and other monitoring applications.
- Establishment of an information security incident response team.
- Establishment of clear procedures for identifying, responding, assessing, analyzing, and follow-up of information security incidents.
- Workforce training, education, and awareness on information security incidents and required responses.
- Facilitation of clear communication of information security incidents with internal, as well as external, stakeholders, as required.

9. User Authentication. Each user in our platform has a unique, password-protected account with a verified email address. The password is validated against password policies and stored securely using a strong hashing algorithm.

10. Access Controls.

10.1. Access. Employee access to production is guarded by an approval process including managerial and information security review prior to access being granted.

10.2. Need-to-Know and Least Privilege. Only those who are authorized have access to our datacenter and the data stored in our databases. There are strict security policies for employee access, all security events are logged and monitored, and our authentication methods and data are strictly regulated. Internal access to production requires establishing a VPN channel, multi-factor authentication and a secure username and password. We limit access to customer data to those with a job-related need and require that everyone signs a confidentiality agreement. Accessing Customer Data is only done on an as-needed basis, and only when approved by management and security for the purposes of providing support, maintenance, or improving service quality. All authorized users undergo background checks.

11. Uptime. Over years of continuous service, we have consistently met or exceeded a 99% uptime.

12. Application Security. Our development teams follow the latest security best practices when developing software and automates security testing throughout the development lifecycle whenever possible. The following general security measures have been taken with regard to our applications:

- User sessions will timeout after defined periods of inactivity.
- Sensitive data (including user credentials, credit card, etc.) are transmitted between client and server machines using a minimum of

TLS 1.2 encryption. (SSL and lower versions of TLS are not supported.)

- Sensitive data are stored and handled as encrypted values as necessary to the AES 256 standard.
- Activity logging is performed and monitored.
- Access to our production platforms requires that users provide a username/password combination to access the site and incorporates industry standard password complexity and expiration features. We also support this use of single sign on (SSO) for platforms with this capability.

13. Monitoring System Activities. We monitor system activity with a Security Information and Event Management (SIEM). Security events and alerts are aggregated to and correlated into a centralized repository.

14. Customer Responsibilities. Customer is responsible for ensuring administrators' use of and the processing of personal data in our platform is in accordance with best practices for protection of data. The Customer manages the user rights in the platform, including which people are granted administrator rights and which rights each administrator is granted. Customer i) must keep all access credentials current and not share such information with unauthorized parties; ii) shall promptly report to us any suspicious activities related to Customer's account; iii) shall appropriately configure user and role-based access control and iv) otherwise comply with instructions provided by us to Customer.

15. Vulnerability Detection and Management. We regularly conduct penetration tests throughout the year and engage independent third parties to conduct penetration tests of the platform at least annually. We also run weekly vulnerability scans for our platform using updated vulnerability databases. We will provide executive summaries of such testing upon reasonable request. Any vulnerability discovered are prioritized for remediation by us and we will use commercially reasonable efforts to address and remediate vulnerabilities in accordance with our policies in place.

16. Third Party Audits. The hosting facilities utilized by us shall be assessed by independent third-party auditors as described in the following audits and certifications ("Third-Party Audits"), on at least an annual basis:

- SOC 2 Type II

Third-Party Audits are made available to Customer upon reasonable written request. To the extent we decide to discontinue a Third-Party Audit, an alternative audit will be adopted or maintained using an equivalent, industry-recognized framework.

Exhibit C
Order Form

(Order Form follows this page)



Submitted Date March 28, 2025

Order Number ORD-0774025

P.O. Number

Tax Exempt? No

Customer Information

Name Riverside University Health System
Address 26520 Cactus Ave
Moreno Valley, CA 92555-3927

Primary Contact
Name Barbara Coatney
Email b.coatney@ruhealth.org
Phone 9514864823

Billing Contact
Name Barbara Coatney
Email b.coatney@ruhealth.org
Phone 9514864823

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

HealthStream Contact
Name Ryan Freger
Email ryan.freger@healthstream.com
Phone

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 March 31, 2025.



Product, Software, or Service	Billing Frequency	Quantity	Term (Months)	Year 1 Unit Price	Year 1 Total	Year 2 Total	Year 3 Total	Year 4 Total	Year 5 Total
HLC Premium Implementation - Professional Services	UpFront	1	6	N/A	\$45,000.00				
HLC Administrator Training - Web-Based	UpFront	2	1	\$0.00	\$0.00				
Checklist Standard Implementation	UpFront	1	1	N/A	\$750.00				
Nurse Residency Onboarding Services	UpFront	1	1	N/A	\$5,000.00				
HealthStream Learning Center (HLC)	Annually	5100	60	\$6.17	\$31,467.00	\$32,589.00	\$33,711.00	\$34,884.00	\$36,108.00
Non-Employee Pricing – HealthStream Learning Center (HLC)	Annually	6000	60	\$1.09	\$6,540.00	\$6,780.00	\$7,020.00	\$7,260.00	\$7,500.00
hStream for Learning	Annually	11100	60	\$4.82	\$53,502.00	\$55,389.00	\$57,276.00	\$59,274.00	\$61,383.00
Insights+	Annually	11100	60	\$2.50	\$27,750.00	\$28,749.00	\$29,748.00	\$30,747.00	\$31,857.00
Dynamic Health Skills & Decision Support	Annually	439	60	\$198.00	\$86,922.00	\$89,964.27	\$93,111.90	\$96,373.67	\$99,745.19
DigitalMed: Emergency Collection	Annually	60	60	\$12.94	\$776.40	\$803.40	\$831.60	\$861.00	\$891.00
Checklist	Annually	1000	60	\$7.92	\$7,920.00	\$8,200.00	\$8,480.00	\$8,780.00	\$9,090.00
HealthStream Nurse Residency	Annually	50	60	\$491.75	\$24,587.50	\$25,447.50	\$26,338.50	\$27,260.50	\$28,214.50
AACN ECCO: Essentials of Critical Care Orientation	Annually	60	36	\$300.72	\$6,014.40	\$6,014.40	\$6,014.40		
Annual Total:					\$296,229.30	\$253,936.57	\$262,531.40	\$265,440.17	\$274,788.69
					Total Order Value: \$1,352,926.13				

Unless set forth in the Order Details above, the Term and invoicing under this Order Form for each Product or Software commences upon Activation. For purposes of this Order Form, "Activation" shall mean that the Product or Software is first made available by HealthStream for access by Customer or its Users. For renewal purchases, the Term and invoicing will begin following the expiration of the then current term.

Product, Software, or Service Specific Terms

HealthStream Learning Center with Authoring Center and SCORM Import Tool (HLC)

HealthStream Learning Center ('HLC') shall mean access by Customer to HealthStream's web-based Learning Management System. This Learning Management System enables Customer to deliver a variety of learning activities, create assignments, and generate configurable reports. Specific features of the HLC include:

- Software as a Service ('SaaS') delivery model where HealthStream provides hardware, hosting, and site maintenance
- Authoring Center (see details below)
- SCORM Import Tool (see details below)
- Ability to create, distribute, and manage on-line content
- Ability to schedule and manage live events such as classroom-based education
- Group courses into curriculums
- Customizable catalog functionality
- Assignment engine that enables administrators to assign learning to various users
- Assessment tool for creating tests and evaluations
- Customizable CE certificate creation
- Transcript functionality
- Configurable and schedulable reports
- Support Services provided via email and telephone between the hours of 7 am and 7 pm Central time Monday through Friday, excluding HealthStream published holidays

The Authoring Center product includes the following items:

- Access to a secure hosting environment integrated into the HealthStream Learning Center for storing and launching HTML and other web enabled content. A list of supported file types is listed in the Authoring Center Policies attached below.
 - Access to HealthStream's HTML Editor tool for creating HTML course pages that can be played and distributed through the HealthStream Learning Center.
 - Access to the Content Management feature that allows the organization to manage and create content for use in the HealthStream Authoring Center.
 - Access to HealthStream's Public Courseware Exchange that enables an organization to post and make copies of courses created by other organizations.
- By purchasing the HLC, Customer agrees to abide by HealthStream's Authoring Center policies. HealthStream reserves the right to amend and update these policies from time to time and will communicate any changes to Customer as appropriate.

HealthStream Authoring Center Policies and Guidelines As of March, 2014

To ensure high performance standards for clients, HealthStream has adopted the following policies and guidelines for our HLC platform to:

- Protect all customers from loading files that could threaten the integrity of the HLC.
- Ensure the highest performance possible for our customer's authoring experience.
- Prevent unauthorized use of the site, such as posting protected intellectual property without the owner's permission, use of the FTP site as non-authoring asset file storage, or use of files that are, in general, not being used in authored courses.

These guidelines and policies will protect your organization's investment in authored courses and provide for the best possible end-user experience. Policies

- No single file uploaded to the HealthStream authoring servers may be larger than 25 megabytes. Also, no course 'page' can contain assets that total more than 25 megabytes. The total disk space required by the entire course may be larger than 25 megabytes, but no single file or page can be. This policy ensures that course pages load in a timely manner for an optimal end user experience.

- All files uploaded to HealthStream's authoring servers (authoring FTP sites) must be on the HealthStream approved file types list. This policy exists to protect all users of the HLC from the potential damage caused by malicious or carelessly constructed content. HealthStream amends our list of allowable file types from time

to time and will communicate any additions or deletions from the list by updating a copy of these Authoring Policies found in the on-line help section of the HLC. Please see 'Allowable file types for authored content' below for the current list of allowable files.

- All content must be self-authored and for internal purposes only. Except for content from the A.D.A.M. resource library, content may not be purchased from a third party and uploaded to the Authoring Center without prior written approval from HealthStream, which will be in HealthStream's sole discretion. Further, content uploaded to the Authoring Center should be for internal business purposes only and not for any commercial purposes related to your organization. HealthStream makes no representations or warranties regarding the availability, functionality, security, or performance of any third party content uploaded to or accessed via the Authoring Center as permitted by these policies.
- Only assets that will be used in authored courses may be uploaded to the HealthStream servers. Do not use HealthStream's Authoring Center for general file storage or for other unauthorized purposes.
- Any assets loaded to HealthStream's servers that are or may be out of compliance with the policies detailed above may be deleted at HealthStream's sole discretion.
- Courses that invoke communication features, such as email or ftp, must use standard http/https and sftp/ftp ports and must require no server side technologies such as smtp, asp, Cold Fusion, etc.
- Customers are responsible for keeping back-up copies of all assets published to the Authoring Center. In the event that HealthStream deletes a needed file for a policy violation, restoring this file is the responsibility of the customer. Authoring servers should be used for content delivery and should NOT be the only servers where your files exist.

Allowable file types for authored content

HealthStream reserves the right to delete files that are not of these types for the protection of all authoring customers. Please contact HealthStream Customer Service if you have any questions about these allowable file types.

- .au, audio/basic
- .css, text/css
- .doc, .
- .docm;
- .docx,
- .dotm application/vnd.msword
- .dotx
- .flv, video/x-flv
- .gif, image/gif
- .htm, text/html
- .html, text/html
- .jar, application/java-archive
- .jpe, image/jpeg
- .jpeg, image/jpeg
- .jpg, image/jpeg
- .js, application/x-javascript
- .mov - quicktime movie
- .mp2, video/mpeg
- .mp3, audio/mpeg
- .mp4
- .mpa, video/mpeg
- .mpv2, video/mpeg
- .pdf, application/pdf
- .png, image/png

- .potm - PowerPoint 2007 Macro-Enabled XML Template
- .potx - PowerPoint 2007 XML Template
- .ppam - PowerPoint 2007 Macro-Enabled XML Add-In
- .ppsm - PowerPoint 2007 Macro-Enabled XML Show
- .ppsx - PowerPoint 2007 XML Show
- .ppt, .pptx, application/vnd.ms-powerpoint
- .pptm - PowerPoint 2007 Macro-Enabled XML Presentation
- .pptx - PowerPoint 2007 XML Presentation
- .swf, application/x-shockwave-flash
- .txt, text/plain
- .vsd, .vss, application/visio
- .xhtml, text/html
- .xlam - Excel 2007 XML Macro-Enabled Add-In
- .xls, .xlsx, application/vnd.ms-excel
- .xlsb - Excel 2007 binary workbook (BIFF12)
- .xlsm - Excel 2007 XML Macro-Enabled Workbook
- .xlsx - Excel 2007 XML-Enabled Sheet
- .xltn - Excel 2007 XML Macro-Enabled Template
- .xltx - Excel 2007 XML Template
- .xml, text/html
- .xsd, text/html
- .zip, application/zip (Only when transporting SCORM packages)

SCORM Import Tool Policies and Guidelines

HealthStream's SCORM Import Tool allows Customers to import SCORM conformant content packages to the HLC for use as course material. SCORM is an acronym for 'Sharable Content Object Reference Model.' This learning industry standard is overseen by Advanced Distributed Learning, a research group sponsored by the United States Department of Defense. After import, SCORM content objects are available from the HLC as an Authored SCORM Learning Activity.

Usage Restrictions

- SCORM packages must be standard zip files
 - SCORM packages must be less than 100 megabytes.
 - The SCORM Package Import Feature may not be used to import 3rd party courses without express written permission from HealthStream.
 - The Customer is responsible for providing conformant SCORM packages prior to using the SCORM Package Import Feature. HealthStream strongly recommends that the Customer use the free SCORM package testing application called 'TestTrack' that is available at www.scorm.com to test SCORM packages for conformance prior to using HealthStream's SCORM Import Tool.
- HealthStream does not provide support for content created using instructional design creation tools not sold and provided by HealthStream.

HealthStream Learning Center (HLC) Premium Implementation Services

HealthStream shall:

- Provide a project team engaged in efforts to meet HealthStream responsibilities
- Provide all necessary project management services including the following:
 - validate roles / responsibilities, and schedule regular meetings;
 - prepare a project schedule with details on tasks, milestones, timetable, and responsibilities;
 - work with the Customer Project Lead throughout the project to measure and evaluate progress against the project plan, monitor adherence to schedule, and resolve deviations from the project plan;

- conduct weekly project status meetings and schedule executive oversight meetings if applicable
- provide weekly e-mail status reports to key Customer stakeholders.

Provide the following implementation tasks:

Project planning:

- Provide Needs Assessment document to Customer and review when completed
- Conduct a kickoff meeting to present the high-level implementation and project plan. Conduct weekly project status meetings.

Design the system:

- Conduct Configuration Workshop; a consultation and planning meeting with required representatives from both Customer and HealthStream, including both project teams, as mutually agreed to.

- Build and configure hStream/HLC Site based on hierarchy approval by Customer

Configure

- Import Student Demographic File
- Import and validate transcript only education history, licensure, and certification
- Perform quality assurance testing on site configuration.

Launch HealthStream Learning Center:

- Provide guidance and recommended practices on creating assignments, student groups, courses and other HLC assets,
- Conduct Customer pre-launch operations calls;
- Introduce Customer to HealthStream User Group (HUG) community, which is HealthStream's customer-lead program providing regional network of support to HLC users. The HUG program links our customers nationwide and creates another way they can connect with us to provide vital feedback.
- Provide marketing and communication templates; and
- Introduce Customer to HealthStream Community, an online resource connecting customers and HealthStream subject matter experts to navigate questions and issues, as well as present enhancement requests.

HealthStream Project Team

Project Manager:

Responsible for leading, overseeing and coordinating all project tasks and deliverables, monitoring adherence to the project schedule, providing quality communication, and ensuring that risks are mitigated. The Project Manager will ensure that Customer understands the process and that Customer can focus on the decision points and analysis needed to execute a successful project. The Project Manager is the primary escalation point for any issues or concerns.

Project Sponsor:

A member of HealthStream's leadership group, the Sponsor serves as the key point of escalation if issues emerge that the Project Manager or implementation team is unable to resolve.

Implementation Manager:

Responsible for ensuring that Customer's HLC sites are set up correctly and in a manner that is best aligned with the "Customer-operated" organizational structure and intended use of the enterprise learning infrastructure. The Onboarding Specialist is involved in the configuration and build of the HLC, Authoring Center, and other products.

Database Developer:

Responsible for setting up and maintaining the database and database tasks such as setting up and testing of import files IT Specialist.

Success Manager:

Responsible for providing guidance to optimize the use of an enterprise learning infrastructure including recommended assignments, reporting best practices and advice for boosting utilization. The Success Manager provides guidance and consultation with setting up assignments, curricula, reporting, CE credit management, certificate templates and use of student groups.

Customer shall:

- Provide designated project team to work in conjunction with the HealthStream project team for implementation project duration;
- Attend and participate in Configuration Workshop, including all members of Customer project team as listed below;
- Provide to HealthStream accurate information and data from its officers, agents, and employees; and suitably configured computer products. Customer's failure to do so in a timely manner will relieve HealthStream of responsibility for any deficiencies in its performance if and to the extent HealthStream has provided reasonable prior notice of Customer's failure and such failure actually causes the deficiency;
- Provide HealthStream with all data per HealthStream standard import file specifications
- Validate, correct any errors and approve all import files provided to HealthStream
- Conduct and manage internal status calls prior to meetings with HealthStream Project team
- Build all assignments, student groups, courses, equivalents, scheduled reports and all other HLC setup assets
- Be responsible for Customer's change management support and services.

Customer Project Team

Project Lead:

Manages team members and schedule, identifies risks, negotiates for resources, and researches internal information. Services as primary communication contact to HealthStream. Works collaborative and closely with the HealthStream Project Manager.

Project Sponsor:

Provides project oversight. Allocates / approves resources. Resolves issues that have been escalated (Often, this is and Executive or Leadership role like the CIO, CTO, CLO, or CHRO, VPHR, etc.)

Education Department Representative:

Provides team with strategic goals for use of the HLC, provides input into roles and responsibilities for corporate office and facilities. Should represent both clinical and non-clinical, if applicable.

HR Representative:

Responsible for organizational HR strategy. Reviews student demographic file layout, provides guidance to IT for creation of demographic file. Provides HR data access to IT and Implementation Staff. Knowledgeable about client org structure, with info on the job titles, departments, compensation plan in relation to performance. Responsible for data mapping activities such as Job Title to HealthStream Job Category Mapping. Able to provide job descriptions for all titles. Able to convert all data into HEALTHSTREAM File Specs. Must have access to HRIS system, and all data for active employees.

IT Specialist:

Reviews HLC technical requirements, builds student demographic file in HEALTHSTREAM accepted format. Has access to client network security settings. Must have clear and easy access to data on: employee data files, supervisor lists, access to current LMS and transcript history. Has ability to manipulate this data into very specific HEALTHSTREAM File Specs.

Enterprise Administrator:

Person who will be responsible for Enterprise Administration for the HLC across the entire organization. Has enterprise-wide decision making responsibilities. Duties include: updating file imports, data feeds, reporting; controls course authoring and publishing, site demographic maintenance; controls admin access due to hiring and attrition. Needs to work with HR for new hire and inactive employees. Must attend training. There is often a 2nd back-up admin within an org.

Unless otherwise specified in the Statement of Work HLC Premium Implementation will cover only the process and tasks associated to Implementing hStream and the HealthStream Learning Center and no other tasks or products.

HealthStream Administrator Training – Learning (Webinar)

HealthStream will provide training seats via Webinar format as set forth in the Order Details above. Customer may send additional personnel at the standard fee per person or purchase additional seats for training during the term of this Order Form.

Customer may enroll administrators in HealthStream Learning Administrator Training via webinar.

Webinar training consists of 15 hours of webinar instruction broken into several topic areas, with recommended participation in the following order:

- HealthStream Learning - Fundamentals (two (2) two (2)-hour sessions)
- HealthStream Learning - Learning Development (two (2) two (2)-hour sessions)
- HealthStream Learning - Class Management (one (1) two (2)-hour session)
- HealthStream Learning - Enterprise Functionality (one (1) one (1)-hour session)
- HealthStream Learning - Authoring Center (one (1) two (2)-hour session)
- HealthStream Learning - CE Credit Management (one (1) two (2)-hour session)

HealthStream Learning Center (HLC) for Non-Employee Users

HealthStream Learning Center (HLC) may be purchased at special discounted rates for tracking the training of users who are not employees of the Customer's organization. Examples of non-employees include physicians, volunteers, students or other users who are not subject to the Customer's education requirements for employees. To be eligible for non-employee discounted pricing, users must meet the following conditions:

- Non-employee users must not be employed by the Customer.
- Non-employee users must be added to an institution or department within the HLC that does not contain employee users.
- Non-employee users who are added to an institution or department that contains users who are the Customer's employees, or who are found to be employees of the Customer, shall be billed at the full user rate as defined in the Customer's active HLC contract.

The non-employee institution or department where non-employee users will reside must be created within the Customer's existing hierarchy within the HLC. The non-employee institution or department shall have access to the same features of the HLC as are present within the Customer's HLC site. All third-party courses, including HealthStream's Core Regulatory Library, must also be purchased separately if they will be used by non-employees. The HLC enables Customer to deliver a variety of learning activities, create assignments, and generate configurable reports. Specific features of the HLC include:

- Software as a Service ("SaaS") delivery model where HealthStream provides hardware, hosting, and site maintenance
- Ability to create, distribute, and manage on-line content
- Ability to schedule and manage live events such as classroom-based education
- Group courses into curriculums
- Customizable catalog functionality
- Assignment engine that enables administrators to assign learning to various users
- Assessment tool for creating tests and evaluations
- Customizable CE certificate creation
- Transcript functionality
- Configurable and schedulable reports
- Support Services provided via email and telephone between the hours of 7 am and 7 pm Central time Monday through Friday, excluding HealthStream published holidays.

hStream for Learning

hStream is the platform that connects everything in the HealthStream ecosystem and includes applications, services, content, discounts, and other benefits (collectively the "hStream Benefits"). A subscription to hStream for Learning is required for each User accessing any hStream for Learning powered product. The current list of hStream for Learning powered products is here. The current hStream Benefits are listed here. The list of hStream Benefits may change from time to time. hStream for Learning 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. Customer acknowledges that HealthStream may provide Users with a copy of their individual profile data for accreditation, licensing and the User's personal use.

Checklist

Checklist helps ensure safe, quality care and improve patient outcomes by standardizing processes, measuring skill proficiency, and validating staff compliance to organizational policies.

Checklist Management Standard Implementation

- Onboarding Process:
 - HealthStream will:
 - Turn on Checklist functionality in Customer site
 - Activate Checklist role features and administrative roles
 - Publish Checklist eLearning training modules
 - Customer shall complete modules before attending instructor-led training
 - Convene an Introductory call and a Checklist Onboarding call, to consist of a review of the following:
 - Assist with assignment of checklist role(s) to Administrators
 - Create a test course with a checklist
 - Share best practices in Checklist Course naming convention
 - Manually create a checklist
 - Publish checklist course
 - Associate the Evaluator Student Group to Checklist
 - Evaluator Access
 - Reporting
 - Available Resources
 - Summary/review and Q&A
 - Customer will:
 - Attend scheduled implementation calls
 - Attend Checklist instructor-led training
- Consultation Service:
 - For customers who have up to 5 current checklists that they would like help to convert into digital checklists to be managed in the HealthStream system, HealthStream will provide a Checklist Consultation that will include:
 - A consultation with a member of the Checklist Professional Services team
 - Review of Customer's current checklists
 - Recommendations for conversion into the HealthStream Checklist system
 - Conversion of up to 5 (up to 15 total pages) of the customer's checklists
- Customer will:
 - Identify the team that will be working on this effort
 - Provide to the member of the Checklist Professional Services team up to 5 of their current checklists in a digital format (PDF, Microsoft Excel, or Microsoft Word)

- Meet with a member of the Checklist Professional Services team to review current checklists and strategize on the options available
- Meet with the member of the Checklist Professional Services team to review the converted checklists.
- Publish to their site the completed checklists
- Start the Checklist Consultation service within 90 days after the date of the Checklist Introductory call or it will expire
- Complete the checklist conversion project within 60 days of first meeting with a member of the Checklist Professional Services team

Nurse Residency Onboarding Services

HealthStream's onboarding services provide support from contracting through initial implementation, training, and ongoing support through product launch.

The HealthStream **Implementation Manager** will oversee the technical configuration and set-up process, including data imports, and other operational services.

During the implementation process, the Customer will be responsible for providing:

- Dedicated resources necessary to support the launch of the solution, which may include members from:
 - Learning Management
 - IT/Technology
 - Human Resources
 - Clinical Education/Onboarding
- Desired launch date goal
- Participation by program administrators in all training activities required to effectively manage the program
- Providing demographic, certification or licensure user data to support the program (if applicable)
- Provide confirmation for the location of the supporting residency node within the HealthStream site hierarchy.

The HealthStream **Clinical Success Team** will provide guidance to support training and initial launch. Activities will include:

- Engaging with key Customer stakeholders to set expectations for program preparation, launch, and ongoing management
 - Assisting in the development of Customer goals, and developing an engagement plan to meet Customer's needs
 - Providing access to the online Nurse Residency Success Community of Practice
- Additional requests or customizations required by Customer may be subject to additional fees.

AACN: Essentials of Critical Care Orientation (ECCO®)

Essentials of Critical Care Orientation (ECCO®) from the American Association of Critical-Care Nurses (AACN) is an interactive, case-based program that immerses nurses in real-world situations, while interactive elements encourage critical thinking when making decisions about patient care. Offered with customized tracks for the Intensive Care Unit (ICU) and Progressive Care Unit (PCU), ECCO offers a safe environment for learners to explore and make mistakes while receiving corrective instruction and rationale. This program is designed as a comprehensive didactic learning experience for any nurse working with acutely or critically ill patients. The modules cover the diagnostic tools, diseases and disorders, and patient management principles common in the critical care environment.

EBSCO Dynamic Health Skills and Clinical Decision Support

The Minimum Browser Requirements for EBSCO interfaces are as follows:

- Internet Explorer 8.0 or later. Effective July 1, 2017, EBSCO will stop supporting Internet Explorer 8.0 and 9.0, due to security risks. Until 2017 all currently existing functionality, as of May 2016, that is supported in IE 8.0 and 9.0 will continue to be supported, however all newly released services and features will only be supported in IE 10.0 or higher.
 - Firefox Latest version plus one previous version
 - Safari Latest version plus one previous version
 - Google Chrome Latest version plus one previous version
- * JavaScript and cookies need to be enabled

Additional information related to technical requirements can be found here: http://support.ebsco.com/knowledge_base/detail.php?id=25

There are a number of methods for authentication that an institution can choose from:

- IP Address
- Patterned IDs
- Patron ID files
- Referring URL
- User ID and Password
- Cookie
- OpenAthens
- Shibboleth
- HTTPS
- Personal User
- Guest Access

Additional information related to authentication can be found here: http://support.ebscohost.com/knowledge_base/detail.php?topic=996&id=3572&page=1.

Training

HealthStream will provide the following onboarding and training materials for both administrators and end users –

- eLearning Training Modules (available as HealthStream courseware)
- Training tutorial for EBSCO Health native application (available as HealthStream courseware)

EBSCO Health provides training the following training options on their native application. These can be planned and coordinated with the EBSCO Health Success Manager or by contacting customersuccess@ebsco.com.

- On-Demand Training
- Regularly Scheduled WebEx Training Sessions
- Customized WebEx Training Sessions

"Quantity" as set for in the Dynamic Health Order Details above is based on the number of licensed beds.

Statement of Work: HLC Premium Implementation – Professional Services

In addition to the Services described herein under HLC Premium Implementation - Professional Services, the following additional service will be provided by HealthStream:

- Re-configuration of the existing Riverside University, HealthStream site for use as the Riverside University Health System Network Enterprise site – AOC# 58267.
- Crosswalks of all user IDs, departments and job titles as required.
- Re-Implementation of all existing products as needed.
- Import of up to 3 years of additional Transcript-only Education History* for up to 20,000 course completion records.
- Import of ed history recorded provided by Customer in standard HealthStream Education history format.

DELIVERABLES:

HealthStream will:

1. Make hierarchy changes to production hierarchy as mutually agreed to.
2. Ensure all existing contracted products are available in the Site/nodes.
3. Provide data to customer as needed and available to facilitate asset rebuilds.
4. Assist Customer with data extract and/or imports into revised hierarchy including any user id, job title, or department crosswalks.

Customer will:

1. Sign off on the Hierarchy node changes.
2. Modify existing data import feeds to match new hierarchy and to add new data. Data to be provided in HealthStream standard format.
3. Inactivate no longer applicable student accounts which currently total over 21,000, to the contracted quantity of 11,100 total unique active Full Time Equivalent student users.
4. Provide additional education history to be imported in standard HealthStream format.
5. Build/Rebuild assignment, assessments, student groups, authored content/courses, curricula, equivalents, resources, videos, scheduled reports, classroom activity and any other assets as a result of the changes.
6. Validate and approve data imported into site.

ADDITIONAL INFORMATION:

*Imported Education History data appears on individual Student Transcripts as Learning Records only. Imported Learning Records are not associated to courses in the platform, will not satisfy rebuilt assignments, will not include Continuing Education data, and will not re-launch the course from the student transcript.

HealthStream will provide admin access to any ancillary site until 1 September 2025. After that time administrator access will be removed but information will still be available via customer service.

This Statement of Work (SOW) outlined above is for the services detailed set forth herein and the maximum project term as noted in the Order Details above. Upon the expiration of this Statement of Work, all services hereunder not utilized by Customer in whole or in part will be considered rendered and non-refundable. Any change in scope or extension of the term by Customer may be subject to a Change Order and additional fees for resources.

Additional Terms and Conditions

1. For applicable credentialing products/subscriptions only:
 - a. "Quantity" refers to the number of Providers (as defined herein) being monitored via the respective products/subscriptions in the Order Details above. "Provider(s)" means individuals, employees, consultants, contractors, clients or agents who are designated by Customer to be verified or a unique provider with an "active" record status in any of Customer's facilities. Providers shall be considered a User per the terms of the MSA (as defined herein). The number of administrative end-users available to Customer ("Administrators") is unlimited. The use of the Software by Users and Administrators is governed by the terms of the MSA.
 - b. Fair Credit Reporting Act (FCRA): To the extent the FCRA applies as related to applicable credentialing products/subscriptions, Customer hereby authorizes HealthStream to act as its authorized representative to independently verify all information regarding a User's credentials and qualifications from original sources, designated equivalent sources when a primary source designates another organization as its agent or from entities that maintain specific credentials information identical to the information of the primary source and to provide such information to the Customer on the User's behalf. Customer will have the sole responsibility for making determinations as to whether the User will be granted membership and/or privileges with the Customer. The Customer has the responsibility to review User Credentialing Information and to immediately report to HealthStream any non-compliant verifications.



To the extent that FCRA applies, Customer certifies that it has taken or will take timely all appropriate steps to comply with the requirements of the FCRA, which shall include but not be limited to:

- Confirming it has a Permissible Purpose for which the Consumer Information will be used and that such information will not be used for any other purpose.
- Certifying that it is a verified entity that is permitted to do business for the Permissible Purpose for which the Consumer Information is provided.
- Confirming that it has (a) obtained written authorization from the individual whose Consumer Information is being requested; (b) provided the individual the required FCRA disclosure in writing; (c) notifying the individual that the Consumer Information requested for employment purposes will be used only for lawful purposes.

For purposes of this FCRA compliance certification, all capitalized terms shall have the same meaning as in the FCRA.

2. Notwithstanding the applicable section of the Agreement (as defined below and including agreements between Customer and a HealthStream-owned entity) outlining the material breach cure period, the cure period for a Customer's failure to make payment within the payment deadline as outlined in the applicable Agreement shall be thirty (30) days.

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. Effective September 1, 2023, VerityStream, Inc. merged with HealthStream, Inc. If applicable, any reference to VerityStream, Inc. in the MSA shall mean HealthStream, Inc.

This Order Form is intended by both parties to run for the full term as set forth in the Order Details table above. In the event the Agreement is terminated or expires prior to the expiration of the full term set forth above for each Software or Service, the term of each Software or Service license, or the subscription to the Software or Services shall also expire at that time and the Customer will not recover any fees paid in advance for the applicable Product(s), Software, or Service(s) for any part of the term or quantity for that Software, Service(s), or Product(s) 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.

Michael Collier

By: _____
 Print Name: **Michael Collier**
 Print Title: **Corporate Secretary and EVP**
 Date: **Mar 31, 2025**

Riverside University Health System

By: _____
 Print Name: _____
 Print Title: _____
 Date: _____

HealthStream, Inc.

500 11th Ave N, Nashville, TN 37203 • HealthStream.com




HealthStream MSA RUHS (execution copy 3.31.2025)_vendor signed

Final Audit Report

2025-03-31


Created:	2025-03-31
By:	Gilbert Rivera (g.rivera@ruhealth.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAChe1xYrBG84-wUHXLoTkiUANPFGtPKLQ


"HealthStream MSA RUHS (execution copy 3.31.2025)_vendor signed" History

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 Email viewed by Esen Sainz (esainz@rivco.org)
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Final Audit Report

2025-03-31

Created:	2025-03-31
By:	Gilbert Rivera (g.rivera@ruhealth.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAANR9c6Wux_u2gpL3w6Jb4zSdwObBI6r9

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-  Document created by Gilbert Rivera (g.rivera@ruhealth.org)
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