∧∧∧ Natividad MEDICAL CENTER

COUNTY OF MONTEREY AGREEMENT FOR PROFESSIONAL SERVICES
(NOT TO EXCEED $100,000)

This Professional Services Agreement (hereinafter "Agreement") is made by and between Natividad Medical Center ("NMC"), a general acute care teaching hospital wholly owned and operated by the County of Monterey, which is a political subdivision of the State of California and **HealthStream Inc.**

hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

SERVICES TO BE PROVIDED. NMC hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in Exhibit A in conformity with the terms of the Agreement. The services are generally described as follows: **Web based clinical education content.**

1. PAYMENTS BY NMC. NMC shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A,** subject to the limitations set forth in this Agreement. The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of **$85,353**

2. TERM OF AGREEMENT. The term of this Agreement is from **Oct 1, 2009** to **Oct 3, 2011** unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and NMC and with NMC signing last and CONTRACTOR may not commence work before NMC signs this Agreement.

3. ADDITIONAL PROVISIONS/EXHIBITS. The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A/Schedule A: Scope of Services/Payment Provisions

4. PERFORMANCE STANDARDS.

   4.1. CONTRACTOR warrants that CONTRACTOR and Contractor's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of NMC, or immediate family of an employee of NMC.

   4.2. CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

4.3. CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as other wise specified in this Agreement. CONTRACTOR shall not use NMC premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

5. PAYMENT CONDITIONS.

5.1. CONTRACTOR shall submit to the Contract Administrator an invoice on a form acceptable to NMC. If not otherwise specified, the CONTRACTOR may submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for Administrator or his or her designee shall certify the invoice, either in the requested amount or in such other amount as NMC approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

5.2. CONTRACTOR shall not receive reimbursement for travel expenses unless set forth in this Agreement.

6. TERMINATION.

6.1. During the term of this Agreement, NMC may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

6.2. NMC may cancel and terminate this Agreement for good cause effective immediately upon written notice to Contractor. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If NMC terminates this Agreement for good cause, NMC may be relieved of the payment of any consideration to Contractor, and NMC may proceed with the work in any manner, which NMC deems proper. The cost to NMC shall be deducted from any sum due the CONTRACTOR under this Agreement.

7. INDEMNIFICATION: CONTRACTOR shall indemnify, defend and hold harmless. NMC and the County of Monterey (hereinafter "County"), it officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by CONTRACTOR and/or its agent, employees or sub-contractors, excepting only low, injury or damage caused by the negligence or willful misconduct of personnel employed by NMC. It is the intent of the parties to this Agreement to provide the broadest possible coverage for NMC. The CONTRACTOR shall reimburse NMC for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the CONTRACTOR is obligated to indemnify, defend and hold harmless NMC and the County under this Agreement.

8. INSURANCE.

8.1. Evidence of Coverage:
Prior to commencement of this Agreement, the CONTRACTOR shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements

executed by the insurance carrier shall accompany the certificate. In addition, the CONTRACTOR upon request shall provide a certified copy of the policy or policies.

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

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

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

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

☐ Exemption/Modification (Justification attached; subject to approval).

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

☐ Exemption/Modification (Justification attached; subject to approval).

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

☐ Exemption/Modification (Justification attached; subject to approval).

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

☐ Exemption/Modification (Justification attached; subject to approval).

8.4. Other Insurance Requirements:

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

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

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional insureds with respect to liability arising out of the Contractor's work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the Contractor's insurance. The required endorsement from for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement from for Automobile Additional Insured Endorsement is ISO Form CA 20 48 02 99.

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

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

9. RECORDS AND CONFIDENTIALITY.

9.1. Confidentiality, CONTRACTOR and its officers, employees, agents and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from NMC or prepared in connection with the performance of this Agreement, unless NMC specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to NMC any and all requests for disclosure of any such

confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out Contractor's obligations under this Agreement.

9.2. NMC Records . When this Agreement expires or terminates, CONTRACTOR shall return to NMC and NMC records which CONTRACTOR used or received from NMC to perform services under this Agreement.

9.3. Maintenance of Records . CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three year period, then CONTRACTOR shall retain said records until such action is resolved.

9.4. Access to and Audit of Records . NMC shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess or $10,000, the parties to this Agreement may be subject, at the request of NMC or as part of any audit of NMC, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

9.5. Royalties and Inventions . NMC shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize other to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of NMC.

10. NON-DISCRIMINATION. During the performance of this Agreement, Contractor, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40); or sexual orientation, either in Contractor's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, full comply with all federal, sate, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

11. COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANT. If this Agreement has been or will be funded with monies received by NMC pursuant to a contract with the state or federal government in which NMC is the grantee, CONTRACTOR will comply with all the provisions of said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, NMC will deliver a copy of said contract to Contractor, at no cost to Contractor.

12. INDEPENDENT CONTRACTOR. In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent CONTRACTOR and not as an employee of NMC. No offer or obligation of permanent employment with NMC or particular County department or agency is intended in any manner, and CONTRACTOR shall not become entitled .

by virtue of this Agreement to receive from NMC any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for an obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of Contractor's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold NMC and the County of Monterey harmless from any and all liability, which NMC may incur because of Contractor's failure to pay such taxes.

13. NOTICES. Notices required under this Agreement shall be delivered personally or by first-class, postage per-paid mail to NMC and Contractor's contract administrators at the addresses listed below.

FOR NATIVIDAD MEDICAL CENTER: Contracts/Purchasing Manager	FOR CONTRACTOR:
_____ Name	*Bruce Brandes VP Sales* Name and Title
1441 Constitution Blvd. Salinas, CA. 93906 Address	209 10th Av South #450 Noshville TN 37203 Address
831.755.4111 Phone	615 301 3100 Phone

14. MISCELLANEOUS PROVISIONS.

14.1. Conflict of Interest . CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the professional services required to be rendered under this Agreement.

14.2. Amendment. This Agreement may be amended or modified only by an instrument in writing signed by NMC and the Contractor.

14.3. Waiver . Any waiver of any terms and conditions of this Agreement must be in writing and signed by NMC and the Contractor. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

14.4. Contractor. The term "Contractor" as used in this Agreement includes Contractor's officers, agents, and employees acting on Contractor's behalf in the performance of this Agreement.

14.5. Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.

14.6. Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of NMC. None of the services covered by this Agreement shall be subcontracted without the prior written approval of

NMC. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

14.7. Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of NMC and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

14.8. Compliance with Applicable Law . The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.

14.9. Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

14.10. Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement

14.11. Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.

14.12. Non-exclusive Agreement. This Agreement is non-exclusive and both NMC and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.

14.13. Construction of Agreement. NMC and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.

14.14. Counterparts . This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

14.15. Integration. This Agreement, including the exhibits, represents the entire Agreement between NMC and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations. Representations, or agreements, either written or oral, between NMC and CONTRACTOR as of the effective date of this Agreement, which is the date that NMC signs the Agreement.

14.16. Interpretation of Conflicting Provisions . In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

NATIVIDAD MEDICAL CENTER

By: _____
NMC Contracts/Purchasing Agent

Date: _____9/14/09_____

By: _____
Department Head (if applicable)

Date: _____9/8/09_____

By: _____
William Litt
Deputy County Counsel

Date: _____9/10/09_____

Approved as to Fiscal Provisions

By: _____
Auditor/Controller

Date: _____9/11/09_____

CONTRACTOR

_____Health Stream_____
Contractor's Business Name***

_____
Signature of Chair, President, or Vice-President

Bruce A Brandes   VP Sales
Name and Title

Date: _____8/26/09_____

By: _____
(Signature of Secretary, Asst. Secretary, CFO, Treasurer
or Asst. Treasurer)

_____
Name and Title

Date: _____

***INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in and individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement.

Exhibit A to Agreement for Professional Services

Courseware Subscription Agreement

THIS COURSEWARE SUBSCRIPTION AGREEMENT (the "Courseware Agreement") made this 2ᶜ day of August 2009 by and between HEALTHSTREAM, INC., a Tennessee corporation having its principal offices at 209 10ᵗʰ Ave. South, Suite 450, Nashville, Tennessee, 37203 ("HealthStream") and Natividad Medical Center, a general acute care teaching hospital wholly owned and operated by the County of Monterey, which is a political subdivision of the State of California, having its principal offices at 1441 Constitution Blvd, PO Box 81611, Salinas, CA, 93906 ("Client").

HealthStream, by its acceptance, agrees to provide to Client the HealthStream Courseware attached hereto as Exhibit A via HealthStream Connect.

Number of Students - 900
    Connect Fee - $8.00 per Student (900)
Annual Fee - $7,200.00 per year.

Digital Med Clinical Practice Series Library- $26.36 * 360 employees = $9,489.60 annually.

Heartcode BLS- $46.50 per Student *350=$16,275.00 (Includes a two year site license. Cognitive, skills, and card).

Heartcode ACLS- $102.00 per Student *350=$35,700.00 (Includes a two year site license, cognitive, skills, and card).

Term of Agreement - Two (2) years from the Launch Date.

Launch Date - October 1, 2009

Balance Due Upon Execution - $4,000

Total Annual Amount of Agreement - $ 85,353.00

Billed pro rata on a monthly basis.

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. All signed copies of this Agreement shall be deemed originals.

ACCEPTED: HEALTHSTREAM, INC.

BY _____
(Authorized Signature)

Bruce A Brandes
(Print Name)

VP Sales   8/26/09
(Title)   (Date)

ACCEPTED: CLIENT

BY _____
(Authorized Signature)

Harry Weis
(Print Name)

CEO   9/8/09
(Title)   (Date)

TERMS AND CONDITIONS

1. **Definitions.** As used in this Agreement, the following terms shall have the meanings assigned below:

1.1 "HealthStream Courseware" shall mean those courses subscribed to by Client listed on Exhibit A that are the proprietary property of HealthStream or licensed to HealthStream by a third party and provided to Students pursuant to the terms of this Agreement or any amendments hereto.

1.2 HealthStream Connect" shall mean the HealthStream interface that connects the non-HealthStream application to the HealthStream Courseware, and includes the annotation management capability outlined in Exhibit B.

1.3 "Launch Date" shall mean the date on which HealthStream Connect is operational, Client's system administrator has logon capabilities to access the HealthStream Courseware and Client has successfully completed its acceptance testing.

1.4 "Students" shall mean authorized users of the HealthStream Courseware that have access to the HealthStream Courseware and may require user registration and authentication in compliance with terms herein.

2. **HealthStream Courseware.** For the fees specified in Article 4 herein, HealthStream shall provide the HealthStream Courseware for Client and its Students based upon the terms of this Agreement.

3. **Services.** For the fees specified in Article 4 herein, HealthStream shall perform the Student Services and Support Services for Client and its Students based upon the terms of this Agreement.

3.1. Student Services. HealthStream hereby agrees to maintain the HealthStream Connect content portal so Students may:

    3.1.1 enroll through HealthStream Connect and take HealthStream Courseware;

    3.1.2 take HealthStream Courseware exams and have exams graded and scored, if applicable;

    3.1.3 receive course completion information;

    3.1.4 maintain discipline and license information;

    3.1.5 print certificates from previous course completions.

3.2 Support Services. HealthStream shall provide the following Support Services to Client according to the Support Services Plan attached hereto as Exhibit D.

    3.2.1 Phone Support Services. HealthStream shall provide to Client's HealthStream Connect Local System Administrators (LSAs) access to HealthStream's support personnel via telephone to obtain answers to questions regarding the HealthStream Courseware. Phone Support Services shall be available to the Client's LSAs from 7:00 AM to 7:00 PM Central Time, Monday through Friday, except for normal holidays.

    3.2.2 E-mail Support Services. HealthStream shall provide to Client's HealthStream Connect LSAs access to HealthStream's support personnel via electronic mail to obtain answers to questions regarding the HealthStream Courseware. Electronic mail will be answered to the Client's LSAs from 7:00 AM to 7:00 PM Central Time, Monday through Friday, except for normal holidays

3.2.3 Additional Services. In the event Client requests any support or services other than those included under the terms of this Agreement, HealthStream shall, depending upon the availability of its personnel, furnish such support or support services subject to additional fees, terms and conditions, if any, as mutually agreed. HealthStream shall not receive reimbursement for travel expenses unless agree to by both parties in writing.

4. Service Placement and Fees.

In consideration of the HealthStream Courseware and licenses provided hereunder, Client shall pay the annual fee shown on the first page of this Agreement. This fee is subject to change if the number of Students exceeds the number on the first page of this Agreement or additional courseware is subscribed to in addition to the HealthStream Courseware on Exhibit A attached hereto. If Client wishes to increase the number of Students or subscribe to additional courseware, Client and HealthStream will enter into an amendment to this Agreement, the term of which shall run concurrently with this Agreement. These monthly fees shall begin to be invoiced by HealthStream upon the Launch Date.

5. Intellectual Property.

5.1. Prohibited Use of HealthStream Courseware. The portion of the HealthStream Courseware subscribed to by Client may be accessed by Client and any Student, but only for the purposes described herein. The HealthStream Courseware is protected in the U.S. and Internationally by a variety of laws, including without limitation, copyright laws, trademark laws and other proprietary rights laws. Client and Students are granted permission to access HealthStream Courseware from HealthStream, but only for purposes of viewing, configuring and taking exams. HealthStream is not granting Client or any Student permission to use the HealthStream Courseware other than as expressly stated in this Agreement. Except as stated herein and in Section 6 hereof, none of the HealthStream Courseware may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted, in any form or by any means, including without limitation, electronic, mechanical, photocopying, or recording, without the prior written permission of HealthStream. HealthStream or its licensors retain all right, title and interest to the HealthStream Courseware.

5.2. Trademarks. The trademarks, service marks, and logos (collectively, the "Trademarks") used and displayed on the HealthStream Courseware are registered and unregistered trademarks of HealthStream, its licensors and others. Nothing in this Agreement or on any HealthStream Web site should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any Trademark displayed on any HealthStream Web site without the express written permission of the Trademark owner. Client and HealthStream will refrain from issuing each other's name or logo as a link to any network site unless establishment of such a link is approved in advance and in writing by the owner of the name or logo.

6. Client and Student Conduct.

6.1   Permitted and Prohibited Conduct. Client and Students may access the portion of the HealthStream Courseware subscribed to by Client, only for non-commercial use within Client's organization, provided that Client retains all copyright, trademark and other proprietary notices contained in such HealthStream Courseware in all printed and other copies. Client and Students may not de-compile, reverse engineer, modify, copy, distribute, transmit, perform, reproduce, publish, license, create derivative works from, transfer, or sell any HealthStream information, software, products, or services.

6.2   Prohibited Distribution. In no event may Client or any Student, directly or indirectly, sell or offer for sale any portion of the HealthStream Courseware or upload, distribute, or otherwise publish any portion of the HealthStream Courseware in any other form or medium.

7. Warranties and Representations.

7.1.   HealthStream warrants and represents that:

7.1.1.   HealthStream has all requisite power, authority and legal right to execute, deliver and perform its obligations under this Agreement and all of such actions have been duly and validly authorized by all necessary proceedings on the part of HealthStream;

7.1.2.   no authorization, consent, approval, license, permit, exemption or other action by, and no registration, qualification, designation, declaration or filing with any governmental authority is or will be necessary in connection with the execution of this Agreement and HealthStream will comply with all applicable laws and regulations in the performance of its obligations under this Agreement;

7.1.3.   the execution and delivery of this Agreement by HealthStream does not and will not (a) violate any applicable law; or (b) conflict with or result in a material breach of or default under any Agreement or Instrument to which HealthStream is a party or by which any of its properties is bound;

7.1.4.   to the best of HealthStream's knowledge, there is no pending action, suit or threatened proceeding by or before any governmental authority against HealthStream that in any way affects HealthStream's ability to enter into this Agreement or perform any of HealthStream's obligations hereunder;

7.1.5.   to the best of HealthStream's knowledge, HealthStream's performance of this Agreement shall not (a) impair or infringe on the intellectual property rights of any third party or any rights of publicity or privacy; (b) violate any law, including without limitation, the laws and regulations governing export control, unfair competition, anti-discrimination or false advertising; (c) be defamatory, trade libelous, or unlawfully harassing; (d) be obscene, child pornographic or indecent; (e) contain any viruses, Trojan horses, trap doors, Easter eggs, worms, time bombs, or other computer programming routines intended to damage, interfere with, intercept, or expropriate any hardware, software, data or peripheral equipment system;

7.1.6.   any portion of the HealthStream Courseware that has been represented as being accredited by an accrediting body shall be so accredited; For HealthStream Courseware involving access via the Internet, HealthStream maintains equipment and services including backup Internet host server(s), high speed access lines, automatic switchover redundancy, hardware redundancy, robust and redundant infrastructure systems within the internet services provider and multiple connections to the internet backbone (see Exhibit C).

7.2.   Client warrants and represents that:

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7.2.1 Client has all requisite power, authority and legal right to execute, deliver and perform its obligations under this Agreement and all of such actions have been duly and validly authorized by all necessary proceedings on the part of Client;

7.2.2 the execution and delivery of this Agreement by Client does not and will not (a) materially violate any applicable law; or (b) conflict with or result in a material breach of or default under any Agreement or instrument to which Client is a party or by which any of its properties is bound;

7.2.3 Client shall not allow any other entity or third party to purchase, license or sublicense the HealthStream Courseware that Client has licensed from HealthStream under this Agreement; and

7.2.4 Client shall be responsible for any and all taxes, if any, other than HealthStream income tax, applicable to or in connection with the services rendered by HealthStream pursuant to the terms of this Agreement. If Client provides HealthStream with a valid tax exemption certificate, HealthStream will not invoice Client for the affected taxes.

8. Disclaimer of Warranties.

8.1 THE WARRANTIES EXPRESSED IN SECTION 7 HEREIN REPRESENT THE ENTIRE WARRANTY OF HEALTHSTREAM WITH RESPECT TO THIS AGREEMENT, AND ARE IN LIEU OF ANY AND ALL OTHER WARRANTIES, WRITTEN OR ORAL, EXPRESS OR IMPLIED.

8.2 EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, THE HEALTHSTREAM COURSEWARE IS PROVIDED "AS-IS" WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8.3 DUE TO THE NUMBER OF SOURCES FROM WHICH HEALTHSTREAM COURSEWARE IS DELIVERED AND THE INHERENT HAZARDS OF ELECTRONIC DISTRIBUTION, THERE MAY BE DELAYS, OMISSIONS OR INACCURACIES IN SUCH HEALTHSTREAM COURSEWARE. THE HEALTHSTREAM COURSEWARE COULD INCLUDE TECHNICAL OR OTHER INACCURACIES OR TYPOGRAPHICAL ERRORS. PERIODICALLY, CHANGES MAY BE MADE IN THE HEALTHSTREAM COURSEWARE. HEALTHSTREAM DOES NOT CLAIM COMPREHENSIVENESS OR THE ABSENCE OF ERRORS. HEALTHSTREAM ASSUMES NO INDIRECT RESPONSIBILITY FOR THE USE OF THE HEALTHSTREAM COURSEWARE BY THE CLIENT OR STUDENTS.

9. Links to Other Web Sites

HEALTHSTREAM MAKES NO REPRESENTATIONS WHATSOEVER ABOUT ANY OTHER WEB SITE THAT CLIENT OR ANY STUDENT MAY ACCESS THROUGH HEALTHSTREAM'S WEB SITE. WHEN CLIENT OR ANY STUDENT ACCESSES A NON-HEALTHSTREAM WEB SITE, IT IS INDEPENDENT FROM HEALTHSTREAM, AND THAT HEALTHSTREAM HAS NO CONTROL OVER THE CONTENT ON THAT WEB SITE. IN ADDITION, A LINK TO A NON-HEALTHSTREAM WEB SITE DOES NOT MEAN THAT HEALTHSTREAM ENDORSES OR ACCEPTS ANY RESPONSIBILITY FOR THE CONTENT, OR THE USE, OF SUCH WEB SITE. IT IS UP TO CLIENT OR ANY STUDENT TO TAKE PRECAUTIONS TO ENSURE THAT WHATEVER CLIENT OR ANY STUDENT SELECTS FOR CLIENT OR ANY STUDENT'S USE IS FREE OF SUCH ITEMS AS VIRUSES, WORMS, TROJAN HORSES AND OTHER ITEMS OF A DESTRUCTIVE NATURE. HEALTHSTREAM MAKES NO REPRESENTATION OR WARRANTY AS TO ANY THIRD PARTY PRODUCTS OR SERVICES.

10. Limitation of Liability

IN NO EVENT SHALL EITHER PARTY, OR THEIR PARENT COMPANIES AND AFFILIATES, OR ANY OF THEIR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, CONTENT PARTNERS, OR LICENSORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR OTHER DAMAGES RESULTING FROM USE OF THE HEALTHSTREAM COURSEWARE, INCLUDING, BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLES, EVEN IF A PARTY HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO CASE SHALL THE AMOUNT OF DAMAGES PAYABLE TO CLIENT OR HEALTHSTREAM FROM ANY AND ALL PARTIES FOR ANY CLAIM ARISING FROM THE HEALTHSTREAM COURSEWARE OR THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, ITS WARRANTY PROVISIONS) EXCEED THE AMOUNTS PAID BY CLIENT TO HEALTHSTREAM UNDER THIS AGREEMENT. THE PARTIES ACKNOWLEDGE AND AGREE THAT THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO HEALTHSTREAM'S INDEMNITY OBLIGAITON FOR CLAIMS FOR INFRINGEMENT AS SET FORTH IN SECTION 11.1 HEREOF.

11. Intentionally Deleted

12. Term and Termination.

12.1   Term. This Agreement shall be in effect for two (2) years from the Effective Date and shall be renewed for additional one (1) year periods upon mutual agreement of the parties in writing. HealthStream shall notify Client of the pending renewal, including any anticipated changes to pricing during the renewal term, ninety (90) days prior to the end of the initial term or any subsequent renewal term. Client shall have thirty (30) days to respond to the notification of anticipated pricing changes, providing either notice of intent to terminate or interest in renewing under modified pricing terms.

12.2   Termination or Cancellation. This Agreement may be terminated or canceled upon the occurrence of one or more of the following events:

12.2.1 by either party if the other party seeks protection under the bankruptcy laws (other than as a creditor) or any assignment is made for the benefit of creditors or a trustee is appointed for all or any portion of such party's assets;

12.2.2 by either party in the event that the other party hereto has materially breached this Agreement; provided, however, that no such termination shall be effective unless (i) the terminating party provides the written notice ("Termination Notice") via overnight courier to the other party setting forth the facts and circumstances constituting the breach, and (ii) the party alleged to be in default does not cure such default within thirty (30) days following receipt of the Termination Notice. In the event that the nature of the default specified in the Termination Notice cannot be reasonably cured within thirty (30) days following receipt of the Termination Notice, a party shall not be deemed to be in default if such party shall, within such thirty (30) day period, present a schedule to cure the default, commences curing such default and thereafter diligently executes the same to completion within ninety (90) days. If the breach specified in the Termination Notice is timely cured or cure is commenced and diligently pursued, as provided above, the Termination Notice shall be deemed rescinded and this Agreement shall continue in full force and effect. Notwithstanding the foregoing, all Termination Notices for non-payment must be cured within sixty (60) days of receipt. In the event the default specified in the Termination Notice cannot be reasonably cured at all, a party shall be deemed to be in default.

12.3   Post Termination Obligations. In the event of termination of this Agreement by HealthStream due to a default by Client, all fees previously due or owing by Client and Students as of the date of termination will be immediately due and payable in full. In the event of termination of

this Agreement by Client due to a default by HealthStream, HealthStream shall reimburse Client for any amounts paid by Client or Students for HealthStream Courseware not provided prior to termination. This is in addition to any other remedies available to the parties at law.

13. Non-disclosure

13.1 Except as otherwise provided in this Agreement, HealthStream expressly undertakes to retain in confidence all Confidential Information, and will make no use of such information except under the terms and during the existence of this Agreement. HealthStream shall not disclose, disseminate or distribute any such Confidential Information to any third party without Client's prior written consent. HealthStream may disclose Confidential Information as required by governmental or judicial order, provided HealthStream gives Client prompt notice of such order and complies with any confidentiality or protective order (or equivalent) imposed on such disclosure. HealthStream and HealthStream's agents, employees and subcontractors performing the Services hereunder shall comply with any and all federal, state, and local laws which provide for the confidentiality of records and other information. HealthStream shall promptly transmit to Client any and all requests for disclosure of any such confidential records or information.

13.2 Client shall have the same obligations in Section 13.1 with respect to HealthStream's Confidential Information and shall not disclose, disseminate, or distribute such materials to any third party without HealthStream's prior written permission except as required by law.

14. Miscellaneous

14.1 Headings. Captions and headings to sections are included solely for convenience and are not intended to affect the interpretation of any provision of this Agreement.

14.2 Amendments in Writing. No amendment, modification, or waiver of any provision of this Agreement shall be effective unless it is set forth in a writing that refers to this Agreement and is executed by an authorized representative of each party hereto. No failure or delay by any party in exercising any right, power, or remedy will operate as a waiver of any such right, power, or remedy.

14.3 Third Party Rights. Except for Students, this Agreement is not intended and shall not be construed to create any rights for any third party.

14.4 Force Majeure. Neither party shall be liable nor deemed to be in default of its obligations hereunder for any delay or failure in performance under this Agreement or other interruption of service resulting, directly or indirectly, from acts of God, civil or military authority, any acts of war or civil unrest including, but not limited to, terrorist attacks, accidents, natural disasters or catastrophes, strikes, or other work stoppages or any other cause beyond the reasonable control of the party affected thereby. However, each party shall utilize its best good faith efforts to perform such obligations to the extent of its ability to do so in the event of any such occurrence or circumstances. If a single force majeure condition causes a delay or failure in performance under this Agreement or other interruption of service exceeding ninety (90) days, the non-affected party may terminate subject to the requirements of Section 12.2 herein above by providing a Termination Notice to the affected party.

14.5 Independent Contractors. Each party to this Agreement is an independent contractor and this Agreement shall not be construed as creating a joint venture, partnership, agency or employment relationship between the parties hereto nor shall either party have the right, power or authority to create any obligation or duty, express or implied, on behalf of the other.

14.6 Notice. All notices required hereunder (except invoice or purchase orders as provided herein) 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, and addressed as follows:

If to HealthStream:
Legal Department
HealthStream, Inc.
209 10th Avenue South, Suite 450
Nashville, TN 37203

If to Client:

Natividad Medical Center
Contracts/Purchasing Manager
1441 Constituion Boulevard
Salinas, CA 93906

14.7   Publicity. HealthStream and Client will not use the name, service marks, trademarks, or trade secrets of the other party or any of its affiliates for any purpose without the other party's written consent.

14.8   Assignment, Subsidiaries, and Successors. It is understood and agreed that the parties are entering into this Agreement not only for their own benefit but also and equally for the direct benefit of their subsidiaries and affiliates, present and future, and that each and every right, benefit, remedy, and warranty accruing to the parties hereunder likewise accrue to the subsidiaries and affiliates of the parties, including but not limited to the right to enforce this Agreement in their respective names. This Agreement shall inure to the benefit of and be binding on any respective successors and permitted assigns of the parties.

14.9   Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which together shall constitute one and the same instrument.

14.10   Survival. In the event of termination of this Agreement, Articles 5, 6, 8, 10, 11, 12, and 13 shall continue in effect in accordance with their terms.

14.11   Access To Maintenance of Books and Records. Pursuant to 42 U.S.C. 1395 X (v) (1) (I), HealthStream, until the expiration of four (4) years after the termination of this Agreement, shall make available, for Medicare audit purposes, upon written request of the Secretary of the U.S. Department of Health and Human Services, or upon request of the Comptroller General of the United States, or any of their duly authorized representatives, this Agreement and the books, documents and records of HealthStream that are necessary to certify the nature and extent of sums paid to HealthStream pursuant to this Agreement. HealthStream further agrees that in the event it carries out any of its duties under this Agreement through a subcontract with a value or cost of Ten Thousand Dollars ($10,000) or more over a 12-month period, such subcontract shall contain a clause identical to that contained in the first sentence of this Section.

Exhibit A

Core Regulatory Library

(Updated 10/25/07)

Current as of October 2007

English Titles

1. Advance Directives
2. Back Safety
3. Confined Space Entry
4. Control of Hazardous Energy: Lockout/Tagout
5. Corporate Compliance: A Proactive Stance
6. Cultural Competence: Background and Benefits
7. Cultural Competence: Providing Culturally Competent Care
8. Customer Service
9. Developmentally Appropriate Care of the Adult Patient
10. Developmentally Appropriate Care of the Pediatric Patient
11. Diversity in the Workplace
12. Electrical Safety
13. Emergency Preparedness
14. EMTALA
15. End-of-Life Care
16. Ergonomics
17. Fire Safety
18. General Safety
19. Hand Hygiene
20. Hazard Communication
21. HIPAA
22. Identifying and Assessing Victims of Abuse and Neglect
23. Identifying and Assessing Victims of Abuse and Neglect (CE)
24. Identifying and Assessing Victims of Child Abuse and Neglect
25. Identifying and Assessing Victims of Domestic Abuse
26. Identifying and Assessing Victims of Elder Abuse and Neglect
27. Infection Control
28. Informed Consent
29. Introduction to Performance Improvement
30. Latex Allergy
31. Medical Equipment Safety
32. Medical Ethics
33. Medical Ethics (CE)
34. Medication Terminology: Use of Abbreviations and Symbols
35. Overview of HIV
36. Overview of HIV (CE)
37. Pain Management
38. Patient Rights
39. Performance Improvement in the Workplace
40. Personal Protective Equipment
41. Preventing Slips, Trips and Falls in the Workplace
42. Rapid Regulatory Compliance: Clinical I:
    Compliance, Ethics, Sexual Harassment., Patient Rights, Informed Consent, Advance Directives, EMTALA, Grievances, Dev. Appropriate Care, Cultural Competence, Restraint/Seclusion, Patient Abuse/Assault/Neglect
43. Rapid Regulatory Compliance: Clinical II:
    Gen/Fire/Elec/Back/Rad./MRI Safety, Ergo, Lift/Transp, Slips/Trips/Falls, LatexAllergy,

9

HazComm, WorkplaceViol., EmergPrep, Infec.Control:HAI, HandHyg, Bloodborne, StdPrec, Airborne/Contact/Droplet Prec, PPE

44. Rapid Regulatory Compliance: Non-clinical I:
Corporate Compliance, Sexual Harassment, Patient Rights, Confidentiality, HIPAA

45. Rapid Regulatory Compliance: Non-clinical II:
General Safety, Fire Safety, Electrical Safety, Ergonomics, Back Safety, Hazard Communication, Security & Workplace Violence, Reporting Incidents, Emergency Preparedness, Infection Control

46. Radiation and MRI Safety

47. Sexual Harassment in the Workplace

48. Standard Precautions: Bloodborne Pathogens and Other Potentially Infectious Materials

49. Transmission-Based Precautions: Airborne

50. Transmission-Based Precautions: Contact and Droplet

51. Transportation & Shipping of Hazardous Materials

52. Workplace Violence

Spanish Titles

1. Comunicación de riesgos
(Hazard Communication)

2. Precauciones estándar:
agentes patógenos de transmisión por sangre y otros materiales potencialmente infecciosos
(Standard Precautions: Bloodborne Pathogens and Other Potentially Infectious Materials)

3. Precauciones relacionadas con la transmisión: transmisión aérea
(Transmission-Based Precautions: Airborne)

4. Precauciones relacionadas con la transmisión: transmisión por contacto y por gotitas
(Transmission-Based Precautions: Contact and Droplet)

5. Prevención de resbalones, tropiezos y caídas en el lugar de trabajo
(Preventing Slips, Trips and Falls in the Workplace)

6. Seguridad contra Incendios
(Fire Safety)

7. Seguridad de la espalda
(Back Safety)

8. Seguridad electrica
(Electrical Safety)

EXHIBIT B
Additional Courseware
HeartCode Advanced Cardiac Life Support (ACLS) Product & Services Offering

The HeartCode ACLS Product offering:

HeartCode ACLS is sold as an integrated system solution consisting of two (2) distinct components for performing ACLS certification.

1. Cognitive component (Part I): The cognitive component of the ACLS for Healthcare Provider Course allows Students to work through the ACLS training curriculum at their own pace. This component includes micro-simulation technology, scenario based interactive learning and testing. This component covers core course materials: ACLS Core Cases Lessons, Algorithms and Simulations, Rhythm Recognition Lessons, Medications Lessons and the ACLS Written Exam. .

Skills Check component (Part II): Skills Check component of the ACLS for Healthcare Provider Course is completed on the adult interactive system manikins attached to the computer.

2. Card processing component: An AHA Course Completion Card: ACLS for the Healthcare Provider will be processed at a National AHA Training Center and mailed to the training facility for distribution to those Students who have successfully completed the Cognitive and Skills check components.

The HeartCode Features and Services offering:
HeartCode ACLS Services include the following features and services through the HealthStream Learning Center™:
- Technical Support;

- Training for the services above are provided via online Internet training   Class schedules and fees are available upon request.
- Telephone assistance is provided, as necessary, to assist in the HeartCode ACLS Part Two software installation process.

HeartCode ACLS system requirements:

Hardware Requirements-
- 550 MHz CPU or higher
- 64 MB RAM or higher
- Hard Disk 700MB free
- 256 color graphics or more
- 16bit sound or more
- Mouse or other pointing device
- Network Interface (TCP/IP)

Software installation requirement-
- The HeartCode ACLS Part Two courseware requires installation on Windows-based hardware (PC) where the Students that have been assigned the courseware can assess it. The PC must have Internet access to reach the HealthStream Learning Center (HLC) in order to launch the HeartCode ACLS courseware.

Prerequisites-
- Macromedia Flash 10

Supported Operating Systems-
- Windows™ 2000, XP, 2003

Supported Web Browser-
- Internet Explorer 5 or higher

Additional requirements for Manikin Skills Test computer-
- Serial port for adult manikin

AHA Card processing deliverables from Client for HeartCode ACLS:

HealthStream requires one address for each facility to which cards for their Students are sent for dissemination along with the name of the individual or department who is to receive the cards. The cards can be sent to the facility where the Students works or to a central location, if the Client has multiple facilities.

Facility name: _NATIVIDAD MEDICAL CENTER_

Facility address: _N41 CONSTITUTION BLVD, SALINAS, CA. 93906_

To the attention of: _JANINE BOUYEA_

Telephone Number: _____

Email Address: _____

[If more than one facility is to receive AHA cards, please provide a separate listing]

System and component pricing policies for HeartCode ACLS:

- The HeartCode ACLS Solution is sold as a complete solution license (which includes the cognitive courseware, coupled with the manikin skills test and the, AHA card processing). For customers that choose to use only the cognitive and skills test component, a credit will be applied for the value of the unused card component. This credit can only be used to purchase additional HeartCode ACLS licenses.

- Additional manikins are available for $2,032.00.

- At the end of the Term, any unused licenses will remain active throughout the Term of Client's HLC/Express/Connect Agreement.

Exhibit C
Additional Courseware
HeartCode BLS Product & Services Offering

The HeartCode BLS Product offering:

HeartCode BLS is sold as an integrated system solution consisting of three (3) distinct components for performing BLS certification.

1. Cognitive component (Part I): The cognitive component of the BLS for Healthcare Provider Course allows Students to work through the BLS training curriculum at their own pace. This component includes micro-simulation technology, scenario based interactive learning and testing. This component covers core course materials: adult and pediatric CPR, including 2 rescuer scenarios and use of the bag mask, foreign body airway obstruction, and automatic external defibrillation.

2. Skills Check component (Part II): Skills Check component of the BLS for Healthcare Provider Course is completed on the adult and infant interactive system manikins attached to the computer. This component covers: adult/child 1-rescuer CPR skills review and testing, adult 2-rescuer CPR with AED skills review and testing, infant 1 and 2-rescuer CPR skills review and testing.

3. Card processing component- An AHA Course Completion Card: BLS for the Healthcare Provider will be processed at a National AHA Training Center and mailed to the training facility for distribution to those Students who have successfully completed the Cognitive and Skills check components.

The HeartCode Features and Services offering:
HeartCode BLS Services include the following features and services through the HealthStream Learning Center™:
- Technical Support;
- Training for the services above are provided via online Internet training Class schedules and fees are available upon request.

HeartCode BLS system requirements:

Hardware Requirements-
- 550 MHz CPU or higher
- 64 MB RAM or higher
- Hard Disk 50MB free
- 256 color graphics or more
- 16bit sound or more
- Mouse or other pointing device
- Network Interface (TCP/IP)

Prerequisites-
- Macromedia Flash 10

Supported Operating Systems-
- Windows™ 98, ME, 2000, XP, 2003
Supported Web Browser-

- Internet Explorer 5 or higher

Additional requirements for Manikin Skills Test computer-
- Serial port for adult manikin
- USB port for infent manikin

AHA Card processing deliverables from Client for HeartCode BLS:

HealthStream requires one address for each facility to which cards for their Students are sent for dissemination along with the name of the individual or department who is to receive the cards. The cards can be sent to the facility where the Students works or to a central location, if the Client has multiple facilities.

Facility name: _NATIVIDAD MEDICAL CENTER_

Facility address: _1441 CONSTITUTION BLVD, SALINAS, CA. 93906_

To the attention of: _JANINE PROUYER_

Telephone Number: _____

Email Address: _____

[If more than one facility is to receive AHA cards, please provide a separate listing]

System and component pricing policies for HeartCode BLS:

- The HeartCode BLS Solution is sold as a complete solution license (which includes the cognitive courseware, manikin skills test, AHA card processing). For customers that choose to use only the cognitive component or the cognitive and the card processing components, a credit will be applied for the value of the unused skills and/or card components. This credit can only be used to purchase additional HeartCode BLS licenses.
- The initial minimum purchase order shall include one set of manikins (one adult and one infant).
- Additional manikin sets are available for $2,724.00.
- At the end of the Term, any unused licenses will remain active throughout the Term of Client's HLC/Express/Connect Agreement.

Exhibit D
Client License Agreement for HeartCode ACLS Product

This License Agreement ("License") is a legal and non-exclusive agreement between Client and Laerdal Medical AS ("Laerdal") for the software product, which includes computer software and associated media, and may include "online" or electronic documentation ("Software"). The License gives you the right to use or access the Software under the terms and conditions stipulated herein. By using the Software in any way, you agree to be bound by the terms of this License.

The Software is protected by copyright laws and International copyright treaties, as well as other intellectual property laws and treaties. The Software is licensed, not sold.

1. GRANT OF LICENSE

This License grants you the following rights:

The Software is for personal use only. A license for the Software may not be shared between users.

The software can also be used for certain AHA courses (the "Courses") that you have subscribed to or licensed under this Agreement. The Courses when subscribed to or licensed are also covered by the provisions of this License Agreement and such Courses thus become included under the definition of "Software" hereunder.

The AHA courses are made available for training. The purpose of such training is to qualify for an AHA certificate. By subscribing to or licensing an AHA course you accept the requirements for qualifying to such AHA certificate. AHA requires that archives of all training records are kept and are made available to AHA on a continuing basis to make AHA in a position to issue AHA certificates to those duly qualified only.

The Software will assist in making your training records available to AHA. By using the AHA courses you accept the terms under this License Agreement and you accept that your training records will be automatically uploaded for the benefit of AHA from time to time and kept by a provider selected by AHA. Any extract from the database containing your training records for either scientific or statistical purposes will be done anonymously and only upon approval by the AHA.

2. FURTHER RIGHTS AND RESTRICTIONS

Restrictions on Reverse Engineering, Decompilation, and Disassembly. You may not reverse engineer, decompile, or disassemble the Software, except and only to the extent that such activity is expressly permitted by applicable law not withstanding this limitation.

Rental Restrictions. You may not rent, lease or lend any copy of the Software.

Software Transfer. This license is personal to you and you may not assign or otherwise transfer all or any part of the Software or this license without the prior consent of Laerdal.

Termination. Without prejudice to any other rights, Laerdal may terminate this license if you fail to comply with the terms and conditions of the license. In such event, you must cease the use of the Software in full or in part.

3. COPYRIGHT
All titles and copyrights in and to the Software (including but not limited to any images, photographs, animations, video, audio, music, text, and "applets", incorporated into the

Software)and the accompanying printed materials are owned by Laerdal or third parties with whom Laerdal has entered into agreements. The Software is protected by copyright laws and international treaty provisions. You may not copy any printed materials accompanying the Software.

4. WARRANTY AND LIMITATION OF LIABILITY

Laerdal warrants that the Software will perform essentially in accordance with the accompanying documentation for a period of one (1) year from delivery. In the event of a failure to so perform that is not caused by accident, abuse or misapplication that is made known to Laerdal within the one (1) year period, Laerdal's sole obligation (and your sole and exclusive remedy) will be, at the option of Laerdal, to either repair the defect or replace the defective product. Laerdal's obligation hereunder will be limited to such repair or replacement.

EXCEPT AS EXPLICITLY STATED ABOVE, LAERDAL DISCLAIMS ANY AND ALL WARRANTIES, EITHER EXPRESSLY OR IMPLIEDLY, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

LIMITATION OF LIABILITY. THE SOFTWARE IS DISTRIBUTED SOLELY FOR TRAINING PURPOSES AND LAERDAL DISCLAIMS ANY AND ALL LIABILITIES FOR ANY ACTIONS OR OMISSIONS EXERCISED IN RELIANCE ON THIS SOFTWARE, THE MATERIAL CONTAINED HEREIN AND THE ACCOMPANYING MATERIAL. THE ENTIRE RISK ARISING OUT OF THE USE OR PERFORMANCE OF THE SOFTWARE, THE MATERIAL HEREIN AND THE ACCOMPANYING MATERIAL REMAIN WITH YOU. YOU SHOULD ESPECIALLY BE AWARE THAT ALL FACTUAL SITUATIONS YOU MAY ENCOUNTER REQUIRE INDIVIDUAL EVALUATION ON YOUR PART AND YOU ARE SOLELY RESPONSIBLE FOR YOUR ACTIONS OR OMISSIONS.

TO THE GREATEST EXTENT PERMISSIBLE BY LAW, LAERDAL IS NOT LIABLE FOR ANY DAMAGE, INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS, LOST SAVINGS OR OTHER INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE, OR INABILITY TO USE THE SOFTWARE EVEN IF LAERDAL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY OTHER PARTY. LAERDALS LIABILITY FOR DAMAGES HEREUNDER SHALL IN NO EVENT EXCEED THE AMOUNT PAID FOR THE SOFTWARE UNDER THE TERMS AND CONDITIONS OF THIS AGREEMENT. LAERDAL IS NOT LIABLE FOR DAMAGE TO NON-CONSUMER PROPERTY.

TO THE EXTENT THAT DAMAGE IS INCURRED BY THIRD PARTIES, LAERDAL IS ONLY LIABLE TO THE EXTENT THAT LAERDAL WOULD HAVE BEEN LIABLE HAD THE CLAIM BEEN MADE UNDER THIS AGREEMENT, AND YOU AGREE TO HOLD LAERDAL HARMLESS FOR ALL LIABILITY EXCEEDING LIABILITY UNDER THIS AGREEMENT.

Client License Agreement for HeartCode BLS Product

This License Agreement ("License") is a legal and non-exclusive agreement between Client and Laerdal Medical AS ("Laerdal") for the software product, which includes computer software and associated media, and may include "online" or electronic documentation ("Software"). The License gives you the right to use or access the Software under the terms and conditions stipulated herein. By using the Software in any way, you agree to be bound by the terms of this License.

The Software is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The Software is licensed, not sold.

1. GRANT OF LICENSE
This License grants you the following rights:

The Software is for personal use only. A license for the Software may not be shared between users.

The software can also be used for certain AHA courses (the "Courses") that you have purchased under this Agreement. The Courses when purchased are also covered by the provisions of this License Agreement and such Courses thus become included under the definition of "Software" hereunder.

The AHA courses are made available for training. The purpose of such training is to qualify for an AHA certificate. By purchasing an AHA course you accept the requirements for qualifying to such AHA certificate. AHA requires that archives of all training records are kept and are made available to AHA on a continuing basis to make AHA in a position to issue AHA certificates to those duly qualified only.

The Software will assist in making your training records available to AHA. By using the AHA courses you accept the terms under this License Agreement and you accept that your training records will be automatically uploaded for the benefit of AHA from time to time and kept by a provider selected by AHA. Any extract from the database containing your training records for either scientific or statistical purposes will be done anonymously and only upon approval by the AHA.

2. FURTHER RIGHTS AND RESTRICTIONS
Restrictions on Reverse Engineering, Decompilation, and Disassembly. You may not reverse engineer, decompile, or disassemble the Software, except and only to the extent that such activity is expressly permitted by applicable law not withstanding this limitation.

Rental Restrictions. You may not rent, lease or lend any copy of the Software.

Software Transfer. This license is personal to you and you may not assign or otherwise transfer all or any part of the Software or this license without the prior consent of Laerdal.

Termination. Without prejudice to any other rights, Laerdal may terminate this license if you fail to comply with the terms and conditions of the license. In such event, you must cease the use of the Software in full or in part.

3. COPYRIGHT
All titles and copyrights in and to the Software (including but not limited to any images, photographs, animations, video, audio, music, text, and "applets", incorporated into the Software)and the accompanying printed materials are owned by Laerdal or third parties with whom Laerdal has entered into agreements. The Software is protected by copyright laws and

· international treaty provisions. You may not copy any printed materials accompanying the Software.

4. WARRANTY AND LIMITATION OF LIABILITY

Laerdal warrants that the Software will perform essentially in accordance with the accompanying documentation for a period of one (1) year from delivery. In the event of a failure to so perform that is not caused by accident, abuse or misapplication that is made known to Laerdal within the one (1) year period, Laerdal's sole obligation (and your sole and exclusive remedy) will be, at the option of Laerdal, to either repair the defect or replace the defective product. Laerdal's obligation hereunder will be limited to such repair or replacement.

EXCEPT AS EXPLICITLY STATED ABOVE, LAERDAL DISCLAIMS ANY AND ALL WARRANTIES, EITHER EXPRESSLY OR IMPLIEDLY, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

LIMITATION OF LIABILITY. THE SOFTWARE IS DISTRIBUTED SOLELY FOR TRAINING PURPOSES AND LAERDAL DISCLAIMS ANY AND ALL LIABILITIES FOR ANY ACTIONS OR OMISSIONS EXERCISED IN RELIANCE ON THIS SOFTWARE, THE MATERIAL CONTAINED HEREIN AND THE ACCOMPANYING MATERIAL. THE ENTIRE RISK ARISING OUT OF THE USE OR PERFORMANCE OF THE SOFTWARE, THE MATERIAL HEREIN AND THE ACCOMPANYING MATERIAL REMAIN WITH YOU. YOU SHOULD ESPECIALLY BE AWARE THAT ALL FACTUAL SITUATIONS YOU MAY ENCOUNTER REQUIRE INDIVIDUAL EVALUATION ON YOUR PART AND YOU ARE SOLELY RESPONSIBLE FOR YOUR ACTIONS OR OMISSIONS.

TO THE GREATEST EXTENT PERMISSIBLE BY LAW, LAERDAL IS NOT LIABLE FOR ANY DAMAGE, INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS, LOST SAVINGS OR OTHER INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE, OR INABILITY TO USE THE SOFTWARE EVEN IF LAERDAL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY OTHER PARTY. LAERDALS LIABILITY FOR DAMAGES HEREUNDER SHALL IN NO EVENT EXCEED THE AMOUNT PAID FOR THE SOFTWARE UNDER THE TERMS AND CONDITIONS OF THIS AGREEMENT. LAERDAL IS NOT LIABLE FOR DAMAGE TO NON-CONSUMER PROPERTY. TO THE EXTENT THAT DAMAGE IS INCURRED BY THIRD PARTIES, LAERDAL IS ONLY LIABLE TO THE EXTENT THAT LAERDAL WOULD HAVE BEEN LIABLE HAD THE CLAIM BEEN MADE UNDER THIS AGREEMENT, AND YOU AGREE TO HOLD LAERDAL HARMLESS FOR ALL LIABILITY EXCEEDING LIABILITY UNDER THIS AGREEMENT.

Exhibit F

HealthStream Connect Annotations and Implementation Information

Annotation Management Capability

Client will have use of annotation management functionality in HealthStream Connect so that Administrators can append organization-specific information to any page in certain HealthStream Courseware without impacting the underlying integrity of the course relative to regulatory requirements. Client will be able to create annotations that are specific to each facility in the Client's organization.

Technical Requirements For the Annotation Management Feature

For annotations to be "customized" for the facility in which the Student works, the following technical issues will need to be addressed upon implementation:

a. Organizational setup - The ability to show a Student the "correct" version of the course for his facility is tied directly to the facility that the Student is registered under during the HealthStream Connect seamless registration process. Client will need to work with the HealthStream Implementations Team prior to the Launch Date to setup the Client organizational structure in HealthStream's system appropriately.

b. Local System Administrator ("LSA") setup – When working with the HealthStream Implementations Team, Client will need to identify at least one LSA for each facility. Those LSAs will be given an administrator user id account that they will use to setup the specific annotations for their facility.

General HealthStream Connect / AICC Course Implementation Requirements

Client asserts that the learning management system (LMS) which will be used to launch HealthStream courses is not provided by or supported by HealthStream; therefore, the client is solely responsible for implementing HealthStream's courses in their chosen LMS. Further, the client confirms that their chosen LMS is AICC compliant. HealthStream agrees to support the client's efforts as relates to the HealthStream provided course files and access, but assumes no responsibility for any actions or assertions of the client's chosen LMS vendor.

Not all information that is allowed to be passed in the AICC specification is needed or used by HealthStream. Please see the documentation below, "**HLC Seamless Connection, revision 3.5.2.ng** " which details the information that is exchanged with HealthStream courses via HealthStream Connect and the HealthStream AICC course interface. This document also provides an additional method of course launch and data exchange that may be coded directly into the calling LMS in the event that the standard AICC launch files cannot be used. It is solely the customer's responsibility to implement this code in their LMS, and HealthStream assumes no responsibility for the work or any undesirable effects that may result. HealthStream will support the customer with information to assist upon request. HealthStream does not allow launching of individual chapters, lessons, or course units from the customer's LMS. The entire HealthStream course is available through a single launchable course element. Any elements that the customer wishes to add to this, with the exception of annotations for regulatory courses, must be appended separately from the HealthStream course; and this must be done in the customer's 3rd party LMS. HealthStream assumes no responsibility for changes or additions made this way.

For further information on AICC specifications and information, please refer to the AICC website: http://www.aicc.org/.

HLC Seamless Connection, revision 3.5.2.ng

1 Introduction

The HLC Seamless Connection specifies an interface between HealthStream customer applications and the HealthStream Learning Center (HLC) that allows flexibility of implementation for the customer. This implementation may, at the client's option, be coded directly into their chosen LMS or the AICC implementation described above may be employed.

The HealthStream seamless connection technology will be used to replace an interactive login session to the HLC, optionally accompanied by any of the other applicable and contracted seamless services described in this document.

2 Implementation Information

2.1 Implementation

Access to any of the Seamless connection services for the HLC User is predicated upon implementing the Seamless login service.

The client will only have to develop one piece of technology to connect a user to the HLC: they will have to "POST" a web form to a HealthStream web page via encrypted SSL technology.

2.1.1 Seamless login

The basic seamless login functionality, given that a HealthStream customer organization has already authenticated a user, is performed by passing the HLC organization key ("ao_key"), their organizational password, and the UserID as hidden fields in an HTML form. Please note the following code sample:

```
<!--- Leave name of form and name of input values as is -->
<!--- Note the ao_key value at the end of the URL ... get that value from HealthStream. --->
<form name="UserIDCheck" id="UserIDCheck"
action="https://www.healthstream.com/hlc/connect/Connect.aspx?ao_key=insert_ao_key_here"
METHOD="POST">
<!--- Pass your security key (also from HealthStream) as password --->
<input type="hidden" name="pwd" value="security key here">
<!--- Place the HealthStream Student userid here. --->
<input type="hidden" name="uid" value="userid here">
</form>
```

The ao_key and organizational password will be provided by HealthStream. All fields here are required.

2.1.2 Seamless registration

If the customer organization desires for the userid specified to be added to its database of users, it may optionally provide more fields in the UserIDCheck form. Then, if the login process does not find the userid in the database, and all required additional fields are provided, that userid will be immediately added and logged in.

The additional fields that are needed are the following. All are TEXT type fields.

Exact name of field	Required	Description
FirstName	X	The first name of the student
LastName	X	The last name of the student
MiddleName	X	Middle name of the student
Email	X	The full Internet email address of the student
SSN	The Social Security Number for the student. Will be stored as an encrypted value.	
AnnivDate	X	The anniversary date when the student started at the organization
JobCode	X	The student's job code
JobTitle	X	The student's job title
DeptCode	X	The department code for the student
DeptName	X	The name of the department
Custom1	If custom field 1 has been implemented for the organization, provide the value here	
Custom2	If custom field 2 has been implemented for the organization, provide the value here	
Custom3	If custom field 3 has been implemented for the organization, provide the value here	
Custom4	If custom field 4 has been implemented for the organization, provide the value here	
Status	X	'A' for active
InNbr	X	The number for the facility that the student is to be added to
TimeZoneAbbr	This is a 2 character value to indicate the time zone that the student works in. This will be important if students are to attend Virtual or standard Classroom sessions. Valid values: ET, CT, MT, PT. Default: ET	
SupervisorUID	if the UserID of the students supervisor is known, it may be specified here. Default: none.	
EffectiveDate	May be specified in the format of MM/DD/YYYY. Default: If not specified the Effective Date will inherit the Hire Date once it is imported.	
ReviewMonthDay	May be specified in the format of MM/DD. Default: If not specified, the month and day of the hire date are used, once imported.	

Exhibit C
HealthStream Service Level Agreement

HealthStream ensures optimal service to customers through our experience, depth of technology expertise, and extensive investment in our infrastructure. These quality markers underscore our Service Level Agreement to our clients.

Availability - For each calendar month during the term, HealthStream will continually maintain full availability of HealthStream Connect and the HealthStream Courseware for students at a level equal to at least ninety-nine percent (99%) of the time, measured by a 24-hour day for all calendar days of the month, excluding the enhancement and maintenance schedule from the calculation.

Enhancement and Maintenance Schedule – Maintenance on HealthStream Connect is provided on an ongoing basis for optimal reliability and performance. HealthStream handles this entire process; nothing is required by customers. All enhancements and maintenance-related tasks are deployed during low-utilization periods and occur during regularly scheduled times.

Remedies – If HealthStream Connect and the HealthStream Courseware fails to meet the availability level of 99% or greater, Client will be entitled to a performance credit against the Service Fees ("Performance Credit"), which will appear on the following month's invoice. The Performance Credit Schedule is listed below:

Availability	Performance Credit
Between 98-99%	1 Day
Between 97-98%	2 Days
Between 96-97%	3 Days
Below 96%	An additional performance credit of 1 day is added for each 2% drop in the availability rate.

HealthStream's Total Performance Checklist

Certified Performance Standards

✓ **HealthStream Certifies Uptime**
A service level agreement that certifies our performance standards is available for HealthStream's customers. The HealthStream Learning Center has historically maintained, on average, 99.97% uptime, placing it in the highest industry-rated category of reliability: "best of class." To that end, our system currently utilizes over 200 components, including application and database servers, firewalls, and network switches that work together to ensure reliability. The system is fully scalable, enhancing performance to customers. Our system's multi-tier (n+1) software architecture allows us to grow the capacity of our system with customers' increasing levels of utilization.

✓ **HealthStream Maintains a Fully Equipped Reserve Data Center**
HealthStream utilizes two geographically-disperse data hosting facilities, representing separate vendors. Each employs numerous back-up generators and battery power supplies. Fire protection and state-of-the-art security systems are fully installed in both facilities. Utilizing multiple data centers is a key element in the high standard of confidence efforded to us by our customers.

✓ **HealthStream Certifies State-of-the-Art Security**
Our system adheres to stringent security standards. The servers that host the system application and its databases are physically secured in hardened data centers with state-of-

the-art security, including biometric entry and steel mesh cages that house the servers. To be allowed access to the application, a user must submit the appropriate credentials, which are, in turn, encrypted by a one-way MD5 hash. All data deemed of a proprietary nature is submitted and retrieved via 128bit SSL encryption.

✓ **HealthStream Maintains 24/7/365 Performance Monitoring**
We continuously monitor the performance of the HealthStream Learning Center. Assisting us in this process is the use of automated monitoring software, including Spotlight, What'sUp Gold, and IP Switch. The software measures the response time to all servers and immediately reports any interruption of service. The software sends out visual and audio signals at HealthStream's main operations desk and also sends out automatic pages to 24/7 on-call personnel.

✓ **HealthStream Protects Customers with a Rigorous Back-up Schedule**
HealthStream employs a comprehensive approach for securing customers' data. We use a rigorous back-up protocol with hardware that is configured with advanced data integrity features. On all production servers, your data exist on multiple hard drives (RAID technologies) to ensure continuous operations. As you generate additional data or enter modifications to your data, a replication process records these changes every 15 minutes on a separate drive array. To further protect your data, your data is backed up to a mirrored disk array every 24 hours. Full database back-ups are then copied on tapes each week and are, subsequently, shipped to a remote, secure location.

✓ **HealthStream Invests *Only* in Proven Technologies**
High performance requires high-quality components, so we always select technologies for our system that are best-of-class, well-supported, and already widely adopted. We use Dell PowerEdge Servers, PowerVault Storage, Cisco Switches, BIG-IP traffic management, and Nokia enterprise-class firewalls. To enhance our content distribution, we employ Akamai EdgeComputing, where our distribution is boosted by a network of 17,000 servers that are geographically dispersed.

Client Inbound Queries

For Client queries received by HealthStream's support personnel from 7:00 AM – 7:00 PM Central time, Monday through Friday except for Holidays, the issue will either be answered during the initial telephone/ email interaction or HealthStream will research the Issue and provide Client with a response within four (4) hours of the initial call if it is a Priority 1 or Priority 2 issue. Subsequent status updates will be provided either by system-wide communication updates or from an individual from the HealthStream support personnel.

For Client queries received by HealthStream's support personnel from 7:00 PM – 7:00 AM Central Time, Monday through Friday and on weekends and Holidays, the issue will be responded through system-wide communication updates to Client no less frequently than noted for the particular Priority. or by an individual from HealthStream's support personnel by 8:00 AM of the following business day.

HealthStream Communication & Response Plan

Priority	Definition	Support	Client Status Update
One (1)	An issue is assigned Priority One if: (1) the HealthStream Courseware is inaccessible by Students; or (2) the HealthStream Courseware is materially and generally not functioning in conformance with specifications.	Upon assignment of Priority One, HealthStream immediately creates a task force to work the issue until there is resolution.	Client must be updated every twelve (12) hours
Two (2)	An issue is assigned Priority Two if one or more significant components of the HealthStream Courseware materially not functioning in conformance with specifications.	Upon assignment of Priority Two, HealthStream immediately creates a task force to work the issue to conclusion, including all task force members remaining on issue resolution until there is resolution.	Client must be updated every twenty four (24) hours
Standard	All other issues are assigned Standard Priority and are prioritized for resolution in the normal, scheduled process of fixes and enhancements released in monthly service packs.	Standard Priority issues are prioritized and the severity of the impact across HealthStream's active customer base.	Upon Client's request

HealthStream will provide periodic system-wide communication updates to Client no less frequently than noted for the particular Priority.

Support statement for HealthStream Connect and Client

Client Students shall be supported by Client, and Client Local System Administrators (LSAs) shall be supported by HealthStream.

Digital Med Clinical Practice Series

Course List

Cultural Competency
    Understanding Culture
        Biological Variations
        Communication and Culture
        Diversity and the Diversity Practice Model
        Healthcare
        Social Organization and Environmental Control
        Space
        Time

Disease States
    Cardiovascular Conditions
        An Overview of Heart Failure (HF)
        Anatomy and Physiology of the Heart
        Assessment and Diagnosis of Hypertension
        Assessment and Diagnostic Tests for Acute Myocardial Infarction
        Assessment of Electrocardiograms
        Cardiac Rhythms and Dysrhythmias
        Cardiomyopathy
        Cardiovascular Alterations
        Cardiovascular Pharmacotherapy
        Congestive Heart Failure
        Coronary Artery Disease (CAD)
        Diagnosis and Treatment of CAD
        Introduction to Bradydysrhythmia
        Pacemaker Therapy
        Pathology and Etiology of Valvular Heart Disease
        Pathophysiology of and Risk Factors for Hypertension
        Signs and Symptoms of Valvular Heart Disease
        Sinus Tachydysrhythmia Management
        Treatment and Management of Acute Myocardial Infarction
        Valvular Heart Disease
        Vascular Diseases
        Ventricular Tachycardia Management

    Critical Care General Topics
        Applied Hematologic and Immunologic Physiology
        Bleeding Disorders and Blood Component Therapy
        Common Hematologic Disorders
        Common Immunological Disorders
        Hyperthermia
        Hypothermia

    Endocrine Conditions
        Applied Endocrine Physiology
        Diabetes Insipidus and Syndrome of Inappropriate Antidiuretic Hormone Secretion
        Diabetic Ketoacidosis and Hyperglycemic Hyperosmolar Nonketotic Syndrome
        Endocrine Assessment
        Medical Treatment of Hyperthyroidism
        The Hypoglycemic Episode
        Thyroid Abnormalities
        Thyroid Dysfunction
        Understanding Acute Adrenal Insufficiency

Gastrointestinal Conditions
  Abnormal Gastrointestinal Assessment Findings
  Acute Abdomen
  Acute Pancreatitis
  Adult Liver Transplant
  Assessment of the Gastrointestinal System
  Bleeding in the Lower Gastrointestinal Tract
  Care of the Patient With Gallbladder Disease
  Digestive Hormones and Enzymes
  Gastrointestinal Cancers
  GI Anatomy and Physiology
  Hepatic Failure
  Hepatitis
  Nutrition in the Critically Ill Patient
  Upper Gastrointestinal Bleeding

Physical Assessment
  Abdominal Assessment
  Assessment of Eyes and Vision
  Assessment of the Ears, Nose, and Throat
  Assessment of the Head, Neck, and Lymphatic System
  Assessment of the Integumentary System
  Assessment of the Lungs and Thorax
  Breast Assessment
  Cardiovascular Assessment
  Health Assessment of Anus, Rectum and Prostate
  Health Assessment of Male Genitalia
  Introduction to Health Assessment
  Musculoskeletal Assessment
  Neurological System Assessment
  Nutritional Assessment
  Psychosocial Assessment

Renal Conditions
  Acute Renal Failure
  Assessment of Acute Renal Failure
  Chronic Renal Failure: Common Causes & Renal Osteodystrophy
  Chronic Renal Failure: Nephrotic Syndromes
  Chronic Renal Failure: Vascular Diseases of the Kidney
  Clinical Manifestations of Chronic Renal Failure
  Kidney Anatomy and Renal Failure
  Nursing Diagnosis and Assessment of the Patient with Kidney Disease
  Renal Anatomy and Physiology
  Tubulointerstitial

Respiratory Conditions
  Acid-Base Balance and Oxygenation
  Acute Respiratory Distress Syndrome (ARDS)
  Acute Respiratory Failure
  Anatomy and Physiology of the Pulmonary System
  Asthma
  Chronic Obstructive Pulmonary Disease
  Introduction to Pneumonia
  Management of Patients With Pneumonia
  Pulmonary Aspiration
  Pulmonary Edema and Acute Respiratory Distress Syndrome (ARDS)
  Pulmonary Emergencies
  Ventilation Complications and Nursing Care
  Ventilation Technology and Oxygen Therapy

Stroke
  Treatment for Stroke Patients

Cerebral Vascular Accidents
Stroke Characteristics

Nursing - Career Advancement
Nursing Leadership
Assessing Job Performance
Leadership and Management
Leadership Skills
Team Building and Problem Solving

Teaching and Precepting
Introduction to Precepting
Precepting and Communication
Teaching

Nursing - Critical Care
Cardiac Assessment and ECG
Abnormal Heart Rhythms
Cardiovascular Status Assessment
Chest Pain Examination and Assessment
ECG Lead Systems, Complications, and Nursing Interventions
Electrocardiogram Assessment
Measurement, Determinants, and Manipulation of Cardiac Output
Physical Exam: Examination of the Heart
Physical Exam: Inspection, Palpation, and Auscultation for CV Assessment
Sources of Nonspecific Chest Pain

Cardiovascular Conditions
Cardiovascular Technologies
Heart Disease and Treatment Options
Shock

Critical Care General Topics
Additional Medical Technologies
Agitation in the Critically Ill
Applied Nervous System Physiology
Awareness and Education in Critical Care Nursing
Ethical and Legal Concepts in Critical Care Nursing
General Population Emergencies
Hemodynamic Monitoring: Pulmonary Artery
Intra-Arterial Hemodynamic Monitoring
Multiple Organ Dysfunction Syndrome (MODS) and Disseminated Intravascular Coagulation (DIC)
Nursing Strategies for Patient and Family Support During Critical Care
Seizures
Sleep Alterations in Critical Care
The Impact of Critical Illness on the Family
Transplants, Overdose, and Burns
Treatment Strategies for Agitation in the Critically Ill

Emergency Department Basics
Abdominal, Genitourinary (GU), Limb, and Vascular Injuries
Brain Tumors and Brain Injuries
Ear Emergencies
Environmental Injuries
Head, Face, and Neck Injuries
Injuries to the Thoracic Cavity
Interventions for Genitourinary Emergencies and Selected Conditions
Selected Environmental Conditions

Neurological Conditions
Acute Spinal Cord Injury
Assessment of Conscious Patients
Brain Injury and Disease Diagnosis and Interventions
Classes of Brain Injury
Guillain-Barre Syndrome and Myasthenia Gravis
Introduction to Intracranial Pressure Assessment
Managing ICP-Monitored Patients
Neurological Assessment of Unconscious Patients
Treatment of Increased Intracranial Pressure

Trauma
An Overview of Trauma in Pediatric, Pregnant, and Geriatric Populations
Trauma Overview

Nursing - Emergency
Cardiac Emergencies
Assessment and Diagnosis of Cardiovascular Emergencies
Hypertensive Emergencies, Cardiac Injuries, and Other Conditions
Selected Heart Conditions and Dysrhythmias

Emergency Assessment and Documentation
Focused Assessment and Documentation
Performing a Focused Assessment and Documentation
Secondary Survey

Emergency Conditions
Assessment and Care of Nose, Throat, and Facial Emergencies
Basic Wound Care
Care of Selected Nose, Throat, and Facial Conditions
Emergency Ocular Care
Endocrine Emergencies
ER Respiratory Emergencies
Infectious Disease Emergencies: Evaluation and Care
Interventions and Outcomes of Orthopedic Injury
Obstetrical and Gynecological Emergencies
Obstetrical Emergencies
Organ and Tissue Donation
Orthopedic Emergencies: Assessment and Diagnosis
Overview and Competencies of Neurological Emergencies
Selected Neurological Conditions and Considerations
Selected Ocular Conditions

Emergency Department Basics
Advanced Life Support Overview
Assessing and Managing Environmental Emergencies
Assessment and Treatment in the Emergent Setting
Dental Emergencies
Disaster Management
Emergencies of the Genitourinary System
Emergency Documentation
Introduction to Psychosocial Assessment and Pain Assessment for the Patient Who Has a
Traumatic Injury
Legal and Ethical Issues in Emergency Nursing
Mental Health Emergencies and Other Conditions
Patient Assessment
Professionalism in ER Nursing
Rapid Sequence Induction Overview
Resuscitation and Basic Life Support
Selected Conditions That Are General Medical Emergencies
Standards of Transfer and Transport

Pain Assessment and Management
    Managing the Patient's Pain
    Overview of Pain and Pain Management

Respiratory Conditions
    Assessment, Interventions, and Ancillary Matters for Respiratory Emergencies

Shock Assessment
    Diagnosis of Shock
    Identifying and Assessing Shock

Toxicology
    Toxicology in Emergency Nursing
    Toxin Decontamination and Specific Toxins

Trauma
    Assessing and Documenting Surface Trauma
    Assessment of Multisystem Trauma
    Diagnostics and Interventions for Multiple Trauma Patients
    Introduction to Trauma Precautions
    Overview of Multisystem Trauma
    Profile of Multisystem Trauma Patients
    Surface Trauma Interventions and Competencies
    Trauma System Development
    Trauma Team
    Wounds and Bites

Nursing - Newborn
NICU
    Birth Injuries and Hearing Loss
    Endocrine Problems in the Intermediate Care Neonate
    Hematologic System and Disease for the Intermediate Care Neonate
    Hydrocephalus
    Psychosocial Aspects of Nursing in the Neonatal ICU
    Respiratory Monitoring and Therapy
    Sepsis and Neonatal Abstinence Syndrome

Nursing - Obstetrics
Labor and Birth
    Alterations of Labor and Birth
    Anatomy and Physiology of Normal Childbirth
    Nursing Management of the Laboring Mother
    Pain Management During Labor
    Pharmacological Pain Management
    Stages of Labor

Obstetric - General
    Development of the Neonatal GI System and Common GI Diseases In the Neonate
    Developmentally Appropriate Care
    Neonatal Nutrition

Postpartum Care
    Immediate Recovery Period, Part 2: Nursing Management
    Immediate Recovery Period: Uterine Tone and Blood Loss
    Normal Postpartum Physiological Maternal Adaptations
    Physiologic and Anatomic Changes During the Postpartum Period
    Postpartum Anticipatory Guidance
    Postpartum Assessment After the Recovery Period
    Postpartum Care of the Cesarean Section Patient

Postpartum Complications
Postpartum Pain Control and Other Self-Care Measures
Postpartum Psychologic Adjustments
Psychosocial Needs of the Family
Resuming Activities of Daily Living

Well Newborn
Bottle-Feeding the Newborn and Infant
Breastfeeding and Weaning
Introduction to Breastfeeding
Newborn Assessments Immediately After Birth
Newborn Assessments Within 1 to 4 Hours After Birth
Newborn Physiology and Adaptation to Extrauterine Life
Nutritional Needs of the Newborn

Nursing - Oncology
Cancer Therapy and Treatment
Comfort Measures and Pain Management
Electrolyte Imbalances
Medical Oncology
Principles of Cancer Treatment

End of Life Care
End-of-Life Issues and Palliative Care

Oncology General Topics
Altered Body Image and Alopecia
Breast Cancer
CAM and Unproven Methods
Cancer and the Gastrointestinal System
Cancer Rehabilitation
Care of Radiation Therapy Patients
Childhood and Less Common Cancers
Culture, Legal, and Ethical Issues
Gastrointestinal Cancer
Gynecological Cancers
Hematologic System
Introduction to Oncology Nursing
Lung Cancer
Lymphedema and Other Sequelae of Cancer
Melanoma and Other Skin Cancers
Oncological Emergencies
Prostate and GU Cancers
Psychosocial and Emotional Issues
Respiratory and Cardiovascular Problems: Dyspnea, Cardiotoxicity, and Pulmonary Toxicity
Risk Assessment and Cancer Prevention
Sexuality and Cancer
The Relationship of Nutrition to Cancer Care and Treatment

Nursing - Perioperative
Basics of Perioperative Care
Dressings and Drains
Electrosurgery
Emergency Resuscitation and Documenting Patient Care
Identifying and Treating Malignant Hyperthermia
Inadvertent Hypothermia
Instrumentation
Introduction to Perioperative Nursing
Preoperative Preparations
Skin Prep
Surgical Lasers

Sutures and Other Skin Closures

Perianesthesia
    Care of the Anesthetized Patient
    General Anesthesia
    Implications of Perianesthesia
    Knowledge of Anesthetics

Sedation and Analgesia
    Anesthesia
    Moderate Sedation/Analgesia

Topics in Perioperative Safety
    Aseptic Technique
    Attire Worn in the OR
    Counts
    Infection Control
    Introduction to Environmental Safety
    Introduction to Equipment Safety
    Latex Allergy
    Positioning
    Sterile Supply Processing
    Traffic and Procedural Safety in the OR

Nursing - Psychiatric
    Psychiatric Conditions
        Depression
        Dramatic and Emotional Personality Cluster
        Odd and Eccentric Personality Cluster
        Treatments for Depression

    Psychiatric General Topics
        Care of the Psychiatric Patient
        Definition and History of Psychiatric Nursing
        Strategies of Therapy
        Therapeutic Communication

Path: Neonatal ICU Intermediate
    NICU
        Neonatal Seizures

Patient Care Basics
    Basic Safety
        Concepts of Infection Control
        Safety

    Body Systems
        Nutrition for the Patient
        The Circulatory System
        The Endocrine System
        The Gastrointestinal System
        The Musculoskeletal System
        The Nervous System and Related Care
        The Reproductive System
        The Respiratory System

    Clinical Care Fundamentals
        Care of the Patient With an Ostomy
        Introduction to Fluid and Electrolyte Imbalance
        Introduction to Healthcare Systems
        The Role of the Nursing Assistant

Urinary Incontinence

Creating the Patient's Environment
 Admitting, Transferring, and Discharging Patients
 Bedmaking
 Personal Care of the Patient
 The Patient's Environment

Healthcare Communications
 Basic Human Needs
 Communication in the Healthcare Environment
 Communications with Patients, Residents, and Clients

Medication Administration
 Absorption and Distribution of Drugs
 Adrenergic Agents
 Age-Specific Considerations with Dosage Calculations
 Analgesics
 Antibiotics
 Anticonvulsant Drugs
 Antidepressants
 Antihistamines
 Antiparkinson's Drugs and Skeletal Muscle Relaxants
 Antipsychotics
 Barbiturates and Related Drugs
 Benzodiazepines
 Diabetic Pharmacology
 Dosage Calculation in Critical Care Units
 Dosage Calculation of Enteral Medications
 Dosage Calculation of Parenteral Medications
 Drug Elimination
 Drug Treatment of Angina, Cardiac Arrhythmias, Blood Coagulation, and Hyperlipidemia
 Drug, Metabolism, Efficacy, and Potency
 Drugs and the Autonomic Nervous System
 Enteral and Cutaneous Medication Administration
 Essential Math for Dosage Calculation
 Function of the Autonomic Nervous System
 Introduction to Endocrine Drugs
 IV Therapy
 Measurement Systems
 Methods of Calculating Parenteral Medication
 Methods of Dosage Calculation
 Parenteral Medication Administration
 Pharmacologic Agents Used in the Treatment of Congestive Heart Failure
 Therapeutic Agents Used to Treat Chronic Hypertension
 Treatment of Human Immunodeficiency Virus

Moving and Positioning the Patient
 Moving and Transferring Patients
 Proper Body Mechanics and Positioning the Patient

Pain Assessment and Management
 Assessing Pain
 Inedequate Pain Management
 Managing Pain in Special Populations
 Pain Medication and Nonpharmacologic Pain Management

Patient Care
 Care of the Surgical Patient
 Growth and Development
 Measuring Vital Signs

AMENDMENT NO. 1
FOR PROFESSIONAL SERVICE AGREEMENT
BETWEEN Healthstream Inc AND
THE NATIVIDAD MEDICAL CENTER
FOR
Web Based Clinical Education Content

The parties to Professional Service Agreement, dated October 1, 2009 between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and Healthstream Inc. (Contractor), hereby agree to amend their Agreement No. (BPO1785) on the following terms and conditions:

1. Contractor will continue to provide NMC with the same scope of service as stated in the original Agreement No. (BPO1785). Additionally, the Contractor will provide the services describe on Attachment A attached to this Amendment #1.
2. This Renewal Amendment shall become effective on November 1, 2010 and shall continue in full force and extending the term date until October 31, 2012.
3. The total amount payable by County to Contractor under Agreement No. (BPO1785) shall not exceed the total sum of $141,743 for the full term of the Agreement and $56,390 for fiscal year 2010-2011.
4. All other terms and conditions of the Agreement shall continue in full force and effect.
5. A copy of this Amendment shall be attached to the original Agreement No. (BPO1785).

IN WITNESS WHEREOF, the parties hereto are in agreement with this Amendment and Professional Service Agreement on the basis set forth in this document and have executed this amendment on the day and year set forth herein.

CONTRACTOR

Signature _____   Dated September 9 2010

Printed Name Gerard M. Heydon Jr   Title Chief Financial Officer

NATIVIDAD MEDICAL CENTER

Signature _____ For Jim Tatum   Dated 11-19-10
Purchasing Manager

Signature _____   Dated 9/20/10
NMC – CEO

Approved as to Legal Form:

Charles J. McKee, County Counsel

By _____
Stacy Saetta, Deputy
Attorneys for County and NMC

Reviewed as to fiscal provisions   Dated: 9/22 2010

_____
Auditor-Controller   9-23-10
County of Monterey

Attachment A - Order Form

HealthStream®

Customer Name		Order Form #	Order Date
Natividad Medical Center			8/30/10

Customer City	Customer State	Account Number
Salinas	CA	6932720

Order Details: Upgrade – Client wishes to upgrade the current Amendment dated October 1, 2009 according to the following terms:
Upgrade by replacing the existing HealthStream Connect with the HealthStream Learning Center
This Renewal Amendment shall become effective on November 1, 2010 and shall continue in full force and extending the term date until October 31, 2012

Service	Service Code	Term (Months)	Quantity	Price Per User/Year	Total Annual Price
Healthstream Learning Center (HLC) includes the HealthStream Core Regulatory Library					
Activation Fees			1		$4,000
Year 1 – First Year Pricing will be at the Connect Rate					
Upgrade Connect students to the HLC (no rate increase in year 1 promotion if executed by 9.15.2010)		12	900	Waived	Waived
Additional Students added to the HLC		12	100	$8.00	$800
Year 2 – Extension of Original Agreement					
Upgrade Connect students to the HLC (discounted current market rate)		12	1000	$12.50	$12,500
Perinatal Program – Universal Access Option for BETA Hospitals					
Advanced Fetal Assessment and Monitoring (Physicians)		24	170	$217.00	$36,890
Advanced Fetal Assessment and Monitoring (Nursing)		24	55		
Managing Shoulder Dystocia		24	115		
Operative Vaginal Delivery (OVD)		24	170		
Postpartum Hemorrhage		24	170		
APS Communication and Risk Library		24	170		
Competency Maintenance		24	170		
ACOG: **ACOG fees are as follows:** $25 per user for one course. A user that purchases the ACOG credit for the Advanced Fetal Assessment & Monitoring is eligible to purchase the ACOG credit for OVD for $5, the ACOG credit for Post-Partum for $5, and Shoulder Dystocia for $5 (assuming the user successfully completes each course). This applies to physicians only. ACOG fees are one-time fees and are available for the Advanced Fetal Assessment and Monitoring (12 CME), Shoulder Dystocia (2 CME) Post Partum (4.0 CME) and OVD (2 CME).					
ACOG Fee for Advanced Fetal Assessment and Monitoring		24	55	$25	$1,375
ACOG Fee for Managing Shoulder Dystocia		24	55	$5	$275
ACOG Fee for Operative Vaginal Delivery		24	55	$5	$275
ACOG Fee for Postpartum Hemorrhage		24	55	$5	$275
Total					**$56,390**

Attachment A - Order Form

Payment Terms

Service	Payment Frequency	Total Number of Payments	Approximate Payment Amounts
Activation Fees	One-time	1	$4,000
HLC Year 1	monthly	12	$66.67
HLC Year 2	monthly	12	$441.66
Perinatal Program	One-time	1	$39,090

This Order Form and the use of the Service(s) ordered shall be governed in all cases by the Master Services Agreement (the "**Agreement**") between **Client** and HealthStream, Inc. dated October 1, 2009. This Order Form shall constitute an amendment to the Agreement and shall be incorporated into the terms of the Agreement and be binding on the parties. Any additional terms and conditions specific to the Service(s) shall be attached to this Order Form. All courseware Service(s) will consist of those courses as listed for each Service on the online catalog available at http://catalog.healthstream.com as updated from time to time.

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

Natividad Medical Center

By: _____

Name: Harry Weis

Title: CEO

Date: 9/20/10

HealthStream, Inc.

By: _____

Name: Gerard M. Hayden Jr

Title: Chief Financial Officer

Date: September 9, 2010

Attachment A - Order Form

Additional Terms and Conditions

Learning Center Services Description

HealthStream Learning Center ("HLC") shall mean access by Client to HealthStream's web-based Learning Management System. This Learning Management System enables Client 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.
- Library of regulatory courses designed to meet OSHA, Joint Commission, and CDC training requirements, along with an annotation tool that allows customization of site-specific information.
- Customizable role management to create varying access levels for administrators.
- 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.

Core Regulatory Library
English Titles

1. Advance Directives
2. Back Safety
3. Confined Space Entry
4. Control of Hazardous Energy: Lockout/Tagout
5. Corporate Compliance: A Proactive Stance
6. Cultural Competence: Background and Benefits
7. Cultural Competence: Providing Culturally Competent Care
8. Customer Service
9. Developmentally Appropriate Care of the Adult Patient
10. Developmentally Appropriate Care of the Pediatric Patient
11. Diversity in the Workplace
12. Electrical Safety
13. Emergency Preparedness
14. EMTALA
15. End-of-Life Care
16. Ergonomics
17. Fire Safety
18. General Safety
19. Hand Hygiene
20. Hazard Communication
21. HIPAA
22. Identifying and Assessing Victims of Abuse and Neglect
23. Identifying and Assessing Victims of Abuse and Neglect (CE)
24. Identifying and Assessing Victims of Child Abuse and Neglect
25. Identifying and Assessing Victims of Domestic Abuse
26. Identifying and Assessing Victims of Elder Abuse and Neglect
27. Infection Control
28. Informed Consent
29. Introduction to Performance Improvement
30. Latex Allergy
31. Medical Equipment Safety
32. Medical Ethics
33. Medical Ethics (CE)
34. Medication Terminology: Use of Abbreviations and Symbols
35. Overview of HIV
36. Overview of HIV (CE)
37. Pain Management

38. Patient Rights
39. Performance Improvement in the Workplace
40. Personal Protective Equipment
41. Preventing Slips, Trips and Falls in the Workplace
42. Rapid Regulatory Compliance: Clinical I:
Compliance, Ethics, Sexual Harassment, Patient Rights, Informed Consent, Advance Directives, EMTALA, Grievances, Dev. Appropriate Care, Cultural Competence, Restraint/Seclusion, Patient Abuse/Assault/Neglect
43. Rapid Regulatory Compliance: Clinical II:
Gen/Fire/Elec/Back/Rad./MRI Safety, Ergo, Lift/Transp, Slips/Trips/Falls, LatexAllergy, HazComm, WorkplaceViol., EmergPrep, Infec.Control:HAI, HandHyg, Bloodborne, StdPrec, Airborne/Contact/Droplet Prec, PPE
44. Rapid Regulatory Compliance: Non-clinical I:
Corporate Compliance, Sexual Harassment, Patient Rights, Confidentiality, HIPAA
45. Rapid Regulatory Compliance: Non-clinical II:
General Safety, Fire Safety, Electrical Safety, Ergonomics, Back Safety, Hazard Communication, Security & Workplace Violence, Reporting Incidents, Emergency Preparedness, Infection Control
46. Radiation and MRI Safety
47. Sexual Harassment in the Workplace
48. Standard Precautions: Bloodborne Pathogens and Other Potentially Infectious Materials
49. Transmission-Based Precautions: Airborne
50. Transmission-Based Precautions: Contact and Droplet
51. Transportation & Shipping of Hazardous Materials
52. Workplace Violence

Spanish Titles
1. Comunicación de riesgos
(Hazard Communication)
2. Precauciones estándar:
agentes patógenos de transmisión por sangre y otros materiales potencialmente infecciosos
(Standard Precautions: Bloodborne Pathogens and Other Potentially Infectious Materials)
3. Precauciones relacionadas con la transmisión: transmisión aérea
(Transmission-Based Precautions: Airborne)
4. Precauciones relacionadas con la transmisión: transmisión por contacto y por gotitas
(Transmission-Based Precautions: Contact and Droplet)
5. Prevención de resbalones, tropiezos y caídas en el lugar de trabajo
(Preventing Slips, Trips and Falls in the Workplace)
6. Seguridad contra incendios
(Fire Safety)
7. Seguridad de la espalda
(Back Safety)
8. Seguridad electrica
(Electrical Safety)

Attachment A - Order Form

Training Services

In the first Year of the contract, Client may send two (2) people per facility to HealthStream's offices in Nashville for HealthStream Learning Center and Authoring Center Basic Administration Training. This training covers the basics of using the HealthStream Learning Center and Authoring Center from the administrator and Student perspective. It does not include additional products purchased through the HealthStream Learning Center. Client must pay for their own travel, hotel, and incidental expenses.

Client may send additional personnel for $750.00 per person. Additional or refresher training is priced as follows:

After the first year of the contract:

Nashville – Refresher Training
2 half-price ($375) training seats per year. $750 per person for additional participants. Client pays own travel, hotel, and incidental expenses.

Client Site
$7,000.00 for a 2 ½ days of hands-on training (HLC only)for a maximum of 10 people using the client's computer training facility and hardware. Additional participants can be included for an additional fee of $250 each, up to a maximum of 16 participants. Client pays HealthStream's reasonable travel, hotel, and incidental expenses.

TrainingPlus
A one year subscription to TrainingPlus offers the participant unlimited access to online, small-group training webinars on various HLC functionality topics. HealthStream offers multiple topics per month, each offered several times per month, and each webinar is limited to no more than five participants per session. One subscription is intended for the use of one HLC administrator only.

Attachment A - Order Form

HLC Activation Services

In providing Activation Services for the HealthStream Learning Center (HLC), HealthStream's responsibilities shall include tasks performed during the plan, design, configure, launch, and optimize phases of the HLC Activation Project.

- Tasks during the plan phase shall include:
  - Convene introduction meeting
  - Setup Practice Site
  - Deliver work plan that delineates HealthStream and Client responsibilities
  - Distribute HLC Activation Workbook
- Tasks during the design phase shall include:
  - Convene Project Kick-Off call
  - Design student demographic import file
  - Design Student Education History Import file (if applicable)
  - Confirm Site Design
- Tasks during the configure phase shall include:
  - Configure HLC site
  - Import student demographic import file
  - Import education history (if applicable)
  - Conduct training
  - Perform quality assurance testing on HLC configuration
  - Activate HLC site
- Tasks during the launch phase shall include:
  - Provide HLC Administrator and Student User guides and recommended marketing materials
  - Transition to support services
- Tasks during the optimize phase shall include:
  - Introduce customer to HealthStream User Group
  - Introduce customer to the Insight Into Action Online Community

Client responsibilities shall include:

- Complete Show-Me-How modules
- Identify members of HLC Activation team and at least one HLC Administrator for each facility
- Complete project tasks as identified in work plan in a timely manner
- Review present business processes and be prepared to make decisions in a timely manner
- Participate in conference calls to discuss, project kickoff, import files and other topics as needed
- Complete HLC Site Configuration Worksheet
- Validate and HLC site design
- Build student demographic import file according to HealthStream specifications
- Build course shells for education history import file (if applicable)
- Perform data entry for job title to job category mapping
- Approve HLC site configuration
- Attend HLC training in Nashville, TN. Client must pay for their own travel, hotel, and incidental expenses
- Develop HLC communication and HLC launch for staff and leadership
- Complete post-activation survey

AMENDMENT NO. 2
FOR PROFESSIONAL SERVICE AGREEMENT
BETWEEN Healthstream Inc AND
THE NATIVIDAD MEDICAL CENTER
FOR
Web Based Clinical Education Content

The parties to Professional Service Agreement, dated October 1, 2009 between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and Healthstream Inc. (Contractor), hereby agree to amend their Agreement No. (A-11883) on the following terms and conditions:

1. Contractor will continue to provide NMC with the same scope of service as stated in the original Agreement No. (A-11883). Additionally, the Contractor will provide the services describe on Attachment A attached to this Amendment #2.
2. This Renewal Amendment shall become effective on July 1, 2011 and shall continue in full force and extending the term date until June 30, 2014.
3. The total amount payable by County to Contractor under Agreement No. (A-11883) shall not exceed the total sum of $386,676.16 for the full term of the Agreement and $49,757.04 for fiscal year 2011-2012.
4. All other terms and conditions of the Agreement shall continue in full force and effect.
5. A copy of this Amendment shall be attached to the original Agreement No. (A-11883).

IN WITNESS WHEREOF, the parties hereto are in agreement with this Amendment and Professional Service Agreement on the basis set forth in this document and have executed this amendment on the day and year set forth herein.

CONTRACTOR

Signature 1 _Alex Scott_   Dated _7/28/11_

Printed Name _Alex Scott_   Title _VP_

Signature 2 _Gerard M. Hayes_   Dated _July 28, 2011_

Printed Name _Gerard M. Hayden Jr_   Title _CFO_

***INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in and individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement.*

NATIVIDAD MEDICAL CENTER

Signature _____   Dated _____
Purchasing Manager

Signature _____   Dated _8/1/11_
NMC – CEO

Approved as to Legal Form:

Charles J. McKee, County Counsel

By _Stacy Saetta_   Reviewed as to fiscal provisions
Stacy Saetta, Deputy
Attorneys for County and NMC

Auditor-Controller Dated: _8/2_, 2011
County of Monterey
8-3-11

Order Form

ATTACHMENT A

HealthStream®

Customer Name		Order Form #	Order Date
Natividad Medical Center			7/27/2011

Customer City	Customer State	Customer Id	
Salinas	CA		

Order Details

Service	Service Code	Term (years)	Quantity	Annual Price / Unit	Price
HealthStream Learning Center		3	1,008	$12.50	$12,600.00
APS Universal Access Perinatal Bundle		1	170	$280.00	$47,600.00 – only in yr 2
DigitalMed Clinical Practice Series		3	360	$24.23	$8,722.80
HeartCode BLS		2	700 (total)	$42.00	$14,700.00 – yr 2 & 3
HeartCode ACLS		2	700 (total)	$93.75	$32,812.50 – yr 2 & 3
NEW - HealthStream Competency Center (HCC – includes Competency Dictionary)		3	1,008	$15.70*	$15,825.60
NEW - HCC Activation Services		n/a	n/a	$9,000.00	$9,000.00 – yr 1 only
NEW - HCC Training – Nashville		n/a	2	$500.00	WAIVED*
NEW - HealthStream Authoring Center (Includes SCORM Import Tool)		3	1,008	$3.58	$3,608.64
NEW - HealthStream Authoring Center Training – web based		n/a	2	$350.00	WAIVED*
				Annual Price-Yr 1	$49,757.04
				Annual Price-Yr 2	$135,896.54
				Annual Price-Yr 3	$88,269.58
				Grand Total over 3 years:	$273,896.16

*if signed agreement is returned to HealthStream on or before July 31, 201.

Payment Terms

Service	Payment Frequency	Total Number of Payments	Approximate Payment Amounts	Payment Dates
HealthStream Learning Center	Annually	3	$12,600.00	TBD by accounting
APS Universal Access Perinatal Bundle	Up-front in year 2	1	$47,600.00	TBD by accounting
DigitalMed Clinical Practice Series	Annually	3	$8,722.80	TBD by accounting
HeartCode BLS	Annually – years 2-3	2	$14,700.00	TBD by accounting
HeartCode ACLS	Annually – years 2-3	2	$32,812.50	TBD by accounting

Order Form

HealthStream Competency Center (HCC – includes Competency Dictionary)	Annually	3	$15,825.60	TBD by accounting
HCC Activation Services	Up front in year 1	1	$9,000.00	TBD by accounting
HCC Training – Nashville	N/A	N/A	N/A	N/A
HealthStream Authoring Center (includes SCORM Import Tool)	Annually	3	$3,608.64	TBD by accounting
HealthStream Authoring Center Training – web based	N/A	N/A	N/A	N/A

This Order Form and the use of the Service(s) ordered shall be governed in all cases by the Master Services Agreement (the "**Agreement**") between **Natividad Medical Center** and HealthStream, Inc. dated August 4, 2008. This Order Form shall constitute an amendment to the Agreement and shall be incorporated into the terms of the Agreement and be binding on the parties. Any additional terms and conditions specific to the Service(s) shall be attached to this Order Form. All courseware Service(s) will consist of those courses as listed for each Service on the online catalog available at www.healthstream.com/catalog, as updated from time to time.

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

Natividad Medical Center

By: _____

Name: _Henry Watis_____

Title: _CEO_____

Date: _8/2/11_____

HealthStream, Inc.

By: _____

Name: _____

Title: _____

Date: _____

AMENDMENT NO. 3
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN HealthStream Inc. AND
THE NATIVIDAD MEDICAL CENTER
FOR
Web Based Clinical Education Content

This Amendment No.3 to Professional Services Agreement ("Agreement"), dated October 1, 2009, is entered into by and between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and HealthStream Inc. (Contractor), with respect to the following:

RECITALS

WHEREAS, the County and Contractor amended the Agreement previously on November 1, 2010 via Amendment No. 1, and on October 1, 2011 via Amendment No. 2.

WHEREAS, the County and Contractor wish to amend the Agreement to allow for existing services to continue and to add additional services requested by County.

WHEREAS, the County and Contractor wish to amend the Agreement to increase the amount of the Agreement by $21,097.06 because of the increase in the amount payable for services rendered.
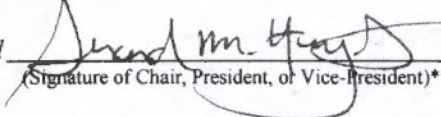
AGREEMENT

NOW, THEREFORE, the parties agree to amend the Agreement as follows:

1. The Agreement is hereby amended on its prior terms and conditions as set forth in Exhibit A incorporated herein by this reference, except as specifically set forth below.

2. Amendment-No.3 to Exhibit A, attached to this Amendment, is hereby incorporated into Exhibit A. All references in the Agreement to Exhibit A, shall be construed to refer to both Amendment-3 to Exhibit A and Exhibit A.

3. Section1., "PAYMENTS BY NMC" shall be amended by removing, "*The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of $386,676.16.*" and replacing it with "*The total amount payable by County to CONTRACTOR under Agreement No. (A-11883) shall not exceed the total sum of $407,773.06 for the full term of the Agreement.*"

4. Section 2., "TERM OF AGREEMENT." "*The term of this Agreement is from October 1, 2009 to June 30, 2014 unless sooner terminated pursuant to this Agreement*"

5. Except as provided herein, all remaining terms, conditions and provisions of the Agreement and Amendment Nos. 1 and 2 are unchanged and unaffected by this Amendment and shall continue in full force and effect as set forth in the Agreement.

6. A copy of this Amendment and all previous amendments shall be attached to the original Agreement (No. A-11883)

7. The effective date of this Amendment is May 1, 2013.

5/4/12 ver

IN WITNESS WHEREOF, the parties hereto are in agreement with this Amendment on the basis set forth in this document and have executed this Amendment on the day and year set forth herein.
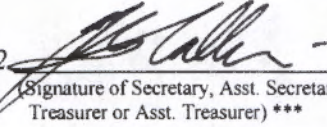

CONTRACTOR

Signature 1 _____   Dated _March 26, 2013_
(Signature of Chair, President, or Vice-President)***

Printed Name _Gerard M Heydon Jr_   Title _Chief Financial Officer_

Signature 2 _____   Dated _March 26, 2013_
(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer) ***

Printed Name _Michael M. Collor_   Title _General Counsel & V.P._
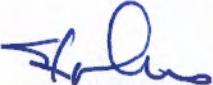
***INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in and individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement.*

NATIVIDAD MEDICAL CENTER

Signature _____   Dated _7-14-13_
Purchasing Manager

Signature _____   Dated _4/8/13_
NMC – CEO

Approved as to Legality and Legal Form:

Charles J. McKee, County Counsel

By _____
Anne Brauer
Deputy Attorney for County and NMC

Dated: _April 25_, 2013

Approved as to Fiscal Provisions:

By _____
Gary Giboney
Monterey County Auditor/Controller's Office

Dated: _4-26_, 2013

5/4/12 ver

Amendment 3 to Exhibit A

HealthStream®

Customer Name		Order Form Id	Order Date
Natividad Medical Center			3/15/2013
Customer City	Customer State	Customer Id	
Salinas	CA		

Order Details

Lippincott

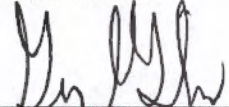| Service	Service Code	Contract Date	Term (months)	Quantity (Beds)	Cost Per Bed	Annual Unit Price
Lippincott Nursing Procedures and Skills		5/1/2013	12	172	$94.00	$16,168.00
Lippincott Nursing Procedures and Skills		5/2/2014	2	172	$94.00	$2,694.66
					14 month Total:	$18,862.66

Payment Terms

Service	Payment Frequency	Number of Payments	Approx. Payment Amt.	Approx. Payment Dates
Lippincott Nursing Procedures & Skills 5/1/2013 through 5/1/2014)	Annual	1	$16,168.00	Per agreement
Lippincott Nursing Procedures & Skills 5/2/2014 through 6/30/2014)	Annual	1	$2,694.66	Per agreement

This Order Form and the use of the Product(s) ordered shall be governed in all cases by the Natividad Medical Center Agreement (the "**Agreement**") between Natividad Medical Center and HealthStream, Inc. date July 1, 2011. This Order Form shall constitute an amendment to the Agreement and shall be incorporated into the terms of the Agreement and be binding on the parties. Any additional terms and conditions specific to the Service(s) shall be attached to this Order Form. All courseware Service(s) will consist of those courses as listed for each Service on the online catalog available at www.healthstream.com/catalog, as updated from time to time.

This Order is intended by both parties to run for the full term set forth for each Service in the Order Details table above, and the parties acknowledge they are aware of the current expiration date of the Agreement and the provisions for renewal and termination.

Natividad Medical Center

Name: Harry Weis

Signature:

Title: CEO

Date: 4/8/13

HealthStream, Inc.

Name: Gerard M Hayden

Signature:

Title: Chief Financial Officer

Date: March 15, 2013

HealthStream®

Lippincott
Additional Terms & Conditions
Implementation Information

Contracted Product(s)	Number of Licensed Sites	Subscription Price per year	Term (Months)
Lippincott Nursing Procedure & Skills	1	$16,168.00	12
Lippincott Nursing Procedure & Skills	1	$2,694.66	2

Billed yearly on anniversary date unless otherwise stated.

Adjustment for Changes in Licensed Beds. Within thirty (30) days of each annual anniversary of the Effective Date, Subscriber shall update and report the total number of Licensed Beds in all Authorized Facilities to HealthStream. In the event that the total number of Licensed Beds has increased by more than 5% from the number specified on the Agreement, the Subscription Fee shall automatically be adjusted, retroactive to the time at which Subscriber's Licensed Beds count changed, in accordance with HealthStream's then current pricing.

Please list all facilities, locations and bed size numbers:

Facility Name	Facility Address	Bed size	Separate LNPS Account (Y/N)?
Natividad Medical Center	**1441 Constitution Boulevard Salinas, CA 93912**	172	yes

Amendment 3 to Exhibit A

HealthStream®

Customer Name		Order Form Id		Order Date
Natividad Medical Center				3/15/2013
Customer City	Customer State		Customer Id	
Salinas	CA			

Order Details

NurseCompetency Exams

Courseware	Service Code	Contract Date	Term (months)	FTE's	Annual Unit Price	Annual Total Price
NurseCompetency –Exam Library		5/1/2013	12	1,008	$1.90	$1,915.20
NurseCompetency –Exam Library		5/2/2014	2	1,008	$1.90	$319.20
					14 Month Total:	$2,234.40

Payment Terms

Service	Payment Frequency	Number of Payments	Approx. Payment Amt.	Approx. Payment Dates
NurseCompetency – Exam Library (5/1/2013 through 5/1/2014)	Annual	1	$1,915.20	Per agreement
NurseCompetency – Exam Library (5/2/2014 through 6/30/2014)	Annual	1	$319.20	Per agreement

This Order Form and the use of the Product(s) ordered shall be governed in all cases by the Natividad Medical Center's Professional Services Agreement (the "**Agreement**") between Natividad Medical Center and HealthStream, Inc. effective date of July 1, 2011. This Order Form shall constitute an amendment to the Agreement and shall be incorporated into the terms of the Agreement and be binding on the parties. Any additional terms and conditions specific to the Product(s) shall be attached to this Order Form. All courseware will consist of those courses as listed for each Service on the online catalog available at www.healthstream.com/catalog, as updated from time to time.

This Order is intended by both parties to run for the full term set forth for each Service in the Order Details table above, and the parties acknowledge they are aware of the current expiration date of the Agreement and the provisions for renewal and termination.

Natividad Medical Center

Name: _____

Signature: _____

Title: _____

Date: _____

HealthStream, Inc.

Name: _____

Signature: _____

Title: _____

Date: March 15, 2013

Amendment 3 to Exhibit A

HealthStream®

IMPLEMENTATION INFORMATION

LNPS & Nursing Advisor Account Setup (only list multiple facilities if more than one LNPS account is requested)

Institution Name: As you would like it to appear on the LNPS Homepage	IP Addresses to Access Site: Please enter all IP address ranges that will access this product per your contract:	Custom URL Path: Please indicate if a unique facility specific URL path is required, and the desired path:
Natividad Medical Center		

Publishing Instructions for LNPS Courses in the HealthStream Learning Center (HLC)

HLC Access	Yes	No
Publish all Procedures? (If no, please attach a detailed list of procedures to be published – List can be found in Salesforce)	x	
Allow LNPS Procedures to be **Assigned** via HLC	x	
Allow Students to **Self-Enroll** in LNPS Procedures via HLC	x	

Administrator Contacts

Name	Facility Name	E-mail Address	Telephone #	Notify about LNPS updates?
Susan Saunders	Natividad Medical Center	saunderssc@natividad.com	831.755.4176	Yes
Patti Henry	Natividad Medical Center	henryp@natividad.com	831.783.2852	Yes

HARDWARE/ SOFTWARE REQUIREMENTS
- Internet connection (Broadband recommended)
- Adobe Flash Player 9.x
- Windows Internet Explorer 6 or higher (7 recommended for optimal viewing)