

**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.

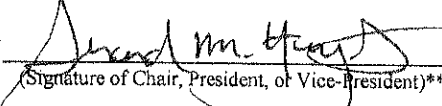
AGREEMENT

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.

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.

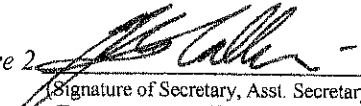
CONTRACTOR

Signature 1 
(Signature of Chair, President, or Vice-President)***

Dated March 26, 2013

Printed Name Gerald M. Hayden Sr.

Title Chief Financial Officer

Signature 2 
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer) ***

Dated March 26, 2013

Printed Name Michael M. Collier

Title General Counsel to 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 an individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement.

NATIVIDAD MEDICAL CENTER

Signature _____
Purchasing Manager

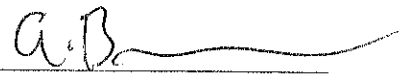
Dated _____

Signature 
NMC - CEO

Dated 4/8/13

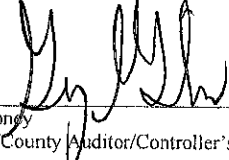
Approved as to Legality and Legal Form:

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

Amendment 3 to Exhibit A



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

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: Henry Weiss
 Signature: [Signature]
 Title: CEO
 Date: 4/8/13

HealthStream, Inc.

Name: Gerard M Hayden J
 Signature: [Signature]
 Title: Chief Financial Officer
 Date: March 15, 2013

Amendment 3 to Exhibit A



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

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: David M. Hayes

Signature: Gerard M. Hayden Jr

Title: Chief Financial Officer

Date: March 15, 2013

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)

MONTEREY COUNTY BOARD OF SUPERVISORS

MEETING:	October 11, 2011	AGENDA NO.:
SUBJECT:	Authorize the Purchasing Manager for Natividad Medical Center (NMC) to execute Amendment No. 2 to the Agreement (A-11883) with HealthStream Inc. for Web Based Clinical Education Content Services at NMC in an amount not to exceed \$386,676.16 in the aggregate and \$257,833 for the period October 1, 2011 to June 30, 2014.	
DEPARTMENT:	Natividad Medical Center	

RECOMMENDATION:

It is recommended the Board of Supervisors Authorize the Purchasing Manager for Natividad Medical Center (NMC) to execute Amendment No. 2 to the Agreement (A-11883) with HealthStream Inc. for Web Based Clinical Education Content Services at NMC in an amount not to exceed \$386,676.16 in the aggregate and \$257,833 for the period October 1, 2011 to June 30, 2014.

SUMMARY/DISCUSSION:

HealthStream is a well known online education company that the hospital has been working with for a year to provide required education to hospital staff in accordance with The Joint Commission and other state regulations. The amendment will increase the number of employees able to receive training and change the platform or LMS for which the data will be stored.

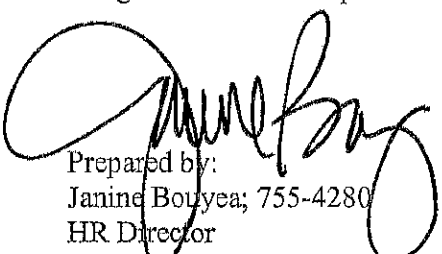
As a result of the training being web based the County IT department has determined that HealthStream is unable to send information on completed courses back to Meridian directly. As a result NMC is modifying the agreement to utilize HealthStream's basic LMS platform for all hospital employees.


OTHER AGENCY INVOLVEMENT:

The Amendment has been reviewed and approved by County Counsel, the Auditor/Controller's office, and the Natividad Medical Center Board of Trustees' Finance Committee.

FINANCING:

The cost for this Amendment is \$49,757.04 and is included in the Fiscal Year 2011/2012 Adopted Budget. There is no impact to the General Fund.


Prepared by:
Janine Bouyee; 755-4280
HR Director
September 1, 2011



Harry Weis
Chief Executive Officer

Attachments: Amendments # 1, 2, Contract Spend Sheet, Agreement, and Board Order
Attachments are on file with the Clerk of the Board

Before the Board of Supervisors in and for the
County of Monterey, State of California

Agreement No. A-11883
Authorize the Purchasing Manager for Natividad)
Medical Center (NMC) to execute Amendment No. 2)
to the Agreement (# A-11883) with HealthStream Inc.)
for Web Based Clinical Education Content Services at)
NMC, extending the Agreement to June 30, 2014 and)
adding \$244,933.16 (of which \$49,757.04 is for FY)
2011-12) for a revised total Agreement amount not to)
exceed \$386,676.16 in the aggregate.....)

Upon motion of Supervisor Salinas, seconded by Supervisor Potter, and carried by those members present, the Board hereby;

Authorized the Purchasing Manager for Natividad Medical Center (NMC) to execute Amendment No. 2 to the Agreement (# A-11883) with HealthStream Inc. for Web Based Clinical Education Content Services at NMC, extending the Agreement to June 30, 2014 and adding \$244,933.16 (of which \$49,757.04 is for FY 2011-12) for a revised total Agreement amount not to exceed \$386,676.16 in the aggregate.

PASSED AND ADOPTED on this 8th day of November 2011, by the following vote, to wit:

- AYES: Supervisors Armenta, Calcagno, Salinas, Parker and Potter
- NOES: None
- ABSENT: None

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 75 for the meeting on November 8, 2011.

Dated: November 15, 2011

Gail T. Borkowski, Clerk of the Board of Supervisors
County of Monterey, State of California

By Denise Hancock
Deputy

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 ^{Oct. 1} 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 David M. Hayden Dated July 28, 2011
 Printed Name David 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 [Signature] Dated 8/1/11
 NMC - CEO

Approved as to Legal Form:
Charles J. McKee, County Counsel
By [Signature]
Stacy Saetta, Deputy
Attorneys for County and NMC

Reviewed by to fiscal provisions
[Signature]
 Auditor-Controller Dated: 8/2, 2011
 County of Monterey
8-2-11

Order Form

ATTACHMENT A



Customer Name Natividad Medical Center		Order Form #	Order Date 7/27/2011
Customer City Salinas	Customer State CA	Customer Id	

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, 2011.

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

HealthStream, Inc.

By: *[Signature]*

By: _____

Name: Henry White

Name: _____

Title: CEO

Title: _____

Date: 9/2/11

Date: _____

MONTEREY COUNTY BOARD OF SUPERVISORS

MEETING:	November 9, 2010	AGENDA NO.:
SUBJECT:	Authorize the Purchasing Manager for Natividad Medical Center (NMC) to execute Amendment #1 to the Agreement with Healthstream Inc. for Web Based Clinical Education Services at NMC in an amount not to exceed \$141,743 (an increase of \$56,390) for the period September 1, 2010 to June 30, 2011.	
DEPARTMENT:	Natividad Medical Center	

RECOMMENDATION:

It is recommended that the Board of Supervisors Authorize the Purchasing Manager for Natividad Medical Center (NMC) to execute Amendment #1 to the Agreement with Healthstream Inc. for Web Based Clinical Education Services at NMC in an amount not to exceed \$141,743 (an increase of \$56,390) for the period September 1, 2010 to June 30, 2011.

SUMMARY/DISCUSSION:

HealthStream is a well known online education company that the hospital has been working with for a year to provide required education to hospital staff in accordance with The Joint Commission and other state regulations. The amendment will increase the number of employees able to receive training and change the platform or LMS for which the data will be stored.

As a result of the training being web based the County IT department has determined that HealthStream is unable to send information on completed courses back to Meridian directly. As a result NMC is modifying the agreement to utilize HealthStream's basic LMS platform for all hospital employees.

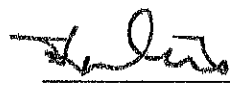
OTHER AGENCY INVOLVEMENT:

The Amendment has been reviewed and approved by County Counsel, the Auditor/Controller's office and the Natividad Medical Center Board of Trustees.

FINANCING:

The cost for this Amendment is \$56,390 and is included in the 2010/2011 FY Approved Budget. This action will not require any additional General Fund subsidy.

Prepared by:
Janine Bouyea, HR Director
September 20, 2010



Harry Weis
Chief Executive Officer

Attachments: Amendment #1, Agreement, Board Order

**Before the Board of Supervisors in and for the
County of Monterey, State of California**

Agreement No: A - 11883

Authorize the Purchasing Manager for Natividad Medical Center (NMC) to)
 execute Amendment No. 1 to the Agreement with Healthstream Inc. for)
 Web Based Clinical Education Services at NMC in an amount not to exceed)
 \$141,743 (an increase of \$56,390) for the period September 1, 2010 through)
 June 30, 2011.)

Upon motion of Supervisor Potter, seconded by Supervisor Armenta, and carried by those members present, the Board hereby:

Authorized the Purchasing Manager for Natividad Medical Center (NMC) to execute Amendment No. 1 to the Agreement with Healthstream Inc. for Web Based Clinical Education Services at NMC in an amount not to exceed \$141,743 (an increase of \$56,390) for the period September 1, 2010 through June 30, 2011.

PASSED AND ADOPTED this 9th day of November, 2010, by the following vote, to wit:

AYES: Supervisors Armenta, Calcagno, Salinas, Parker, Potter

NOES: None


ABSENT: None

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 75 for the meeting on November 9, 2010.

Dated: November 10, 2010

Gail T. Borkowski, Clerk of the Board of Supervisors
 County of Monterey, State of California

By _____



Deputy

**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 *Gerard M. Hayden Jr*

Dated September 9, 2010

Printed Name Gerard M. Hayden Jr

Title Chief Financial Officer

NATIVIDAD MEDICAL CENTER

Signature *[Signature]* FOR FINAL
Purchasing Manager

Dated 11-19-10

Signature *[Signature]*
NMC - CEO

Dated 9/20/10

Approved as to Legal Form:
Charles J. McKee, County Counsel

By *Stacy Sacitta*
Stacy Sacitta, Deputy
Attorneys for County and NMC

Dated: 9/22 2010

Reviewed as to fiscal provisions
[Signature]
Additor-Controller
County of Monterey
9-23-10

Attachment A - Order Form



Customer Name Natividad Medical Center		Order Form #	Order Date 8/30/10
Customer City Salinas	Customer State CA	Account Number 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					\$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: [Signature]
 Name: Alan Weiss
 Title: CEO
 Date: 9/20/10

HealthStream, Inc.

By: [Signature]
 Name: Bertrand M. Hernandez
 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

Attachment A - Order Form



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:HA1, Hand-Hyg, 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, tropezos 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 eléctrica
(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

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 otherwise 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"), its 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 loss, 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.

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 of \$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, state, 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 Nashville 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: [Signature]
NMC Contracts/Purchasing Agent

Date: 9/14/09

By: [Signature]
Department Head (if applicable)

Date: 9/14/09

By: [Signature]
William Litt
Deputy County Counsel

Date: 9/10/09

Approved as to Fiscal Provisions

By: [Signature]
Auditor/Controller

Date: 9/11/09

CONTRACTOR

HealthStream
Contractor's Business Name***

[Signature]
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.



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 1
DATE (MM/DD/YYYY)
05/31/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis of Tennessee, Inc. 26 Century Blvd. P. O. Box 305191 Nashville, TN 37230-5191	CONTACT NAME:		
	PHONE (A/C, NO, EXT):	877-945-7378	FAX (A/C, NO): 888-467-2378
	E-MAIL ADDRESS:	certificates@willis.com	
	INSURER(S) AFFORDING COVERAGE		NAIC#
INSURED HealthStream, Inc. Suite 450 209 10th Avenue South Nashville, TN 37203	INSURER A:	Hartford Fire Insurance Company	19682-001
	INSURER B:	Hartford Casualty Insurance Company	29424-000
	INSURER C:	Hartford Insurance Company of Midwest	37478-001
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES CERTIFICATE NUMBER: 17940499 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L INSRD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	Y		20UUNPN5652 0	6/1/2012	6/1/2013	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 3,000,000
							PRODUCTS - COMP/OP AGG \$ 3,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC							
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			20RHUPN5405	6/1/2012	6/1/2013	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 5,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	20WBVX1217	6/1/2012	6/1/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach Acord 101, Additional Remarks Schedule, if more space is required)

The County of Monterey, its agents, officers and employees are Additional Insureds with respect to the General Liability policy.

This insurance is primary and non-contributory.

CERTIFICATE HOLDER

County of Monterey
Contracts/Purchasing Department
168 West Alisal Street 3rd Floor
Salinas, CA 93901

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Kip O. Ellison

have all your rights and duties under this Coverage Part.

e. Unnamed Subsidiary

Any subsidiary, and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of the Coverage Part.

The insurance afforded herein for any subsidiary not named in this Coverage Part as a named insured does not apply to injury or damage with respect to which an insured under this Coverage Part is also an insured under another policy or would be an insured under such policy but for its termination or the exhaustion of its limits of insurance.

3. Newly Acquired or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. Mobile Equipment

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The following person(s) or organization(s) are an additional insured when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement.

A person or organization is an additional insured under this provision only for that period of time required by the contract or agreement.

However, no such person or organization is an insured under this provision if such person or organization is included as an insured by an endorsement issued by us and made a part of this Coverage Part.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(1) The insurance afforded the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when b. below applies. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g, of Section I - Coverage A - Bodily Injury And Property Damage Liability;

(5) Property Damage to Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion j, of Section I - Coverage A - Bodily Injury And Property Damage Liability;

(6) When You Are Added As An Additional Insured To Other Insurance

Any other insurance available to you, covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

Any other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this coverage part.

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement, or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains; whichever comes first.

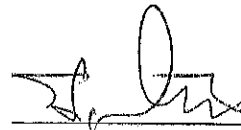
EXHIBIT B
INSURANCE JUSTIFICATION

Vendor/Contractor Name: HealthStream

Automobile Liability Insurance and Endorsement

Business Justification:

All services are provided electronically and does not provide services on the NMC Campus as part of the Agreement. NMC Administration requests that the Insurance and Additional Insured Endorsement for Automobile Liability be waived for this vendor.



Harry Weis
Chief Executive Officer

Date: 9/8/13

COUNTY OF MONTEREY - VENDOR DATA RECORD (Rev. 9-2012)

Required when doing business with the County of Monterey - No IRS W-9 form needed (Foreign vendors should submit IRS W-8)

1	COUNTY OF MONTEREY Contracts/Purchasing 168 W. Alisal Street 3 rd Floor Salinas, CA 93901 Email: mevss@co.monterey.ca.us Phone: (831) 755-4990 Fax: (831) 755-4969	PURPOSE: Information contained in this form will be used by the County of Monterey to prepare information returns (Form 1099) and for withholding on payments to nonresident vendors. Prompt return of this fully completed form will prevent delays when processing payments. See Privacy Statement and California Non-Resident Withholding Information on next page.
2	VENDOR'S LEGAL NAME (as shown on your income tax return) HealthStream, Inc BUSINESS NAME / DBA (if different from line 1) MAILING ADDRESS 209 10th Avenue South, Suite 450 ADDITIONAL MAILING ADDRESS CITY, STATE, ZIP CODE Nashville, TN 37203	SELECT NAME TO BE MADE PAYABLE TO <input checked="" type="checkbox"/> Legal Name <input type="checkbox"/> Alias/DBA <input type="checkbox"/> Both PHONE NUMBER (615) 301-3100 FAX NUMBER (615) 301-3200 E-MAIL ADDRESS karen.frazier@healthstream.com REMIT-TO ADDRESS PO Box 102817 REMIT-TO CITY, STATE, ZIP CODE Atlanta, GA 30368-2817
3	FEDERAL EMPLOYER IDENTIFICATION NUMBER (EIN): <input checked="" type="checkbox"/> C CORPORATION <input type="checkbox"/> TRUST/ESTATE <input type="checkbox"/> S CORPORATION <input type="checkbox"/> LIMITED LIABILITY COMPANY (LLC) <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> C Corporation <input type="checkbox"/> EXEMPT PAYEE (e.g., government, non-profit) <input type="checkbox"/> S Corporation <input type="checkbox"/> OTHER: ▶ <input type="checkbox"/> Partnership	6 2 - 1 4 4 3 5 5 5 For Tax ID entry instructions, please see next page. NOTE: Payment will not be processed without an accompanying taxpayer I.D. number.
4	SOCIAL SECURITY NUMBER (SSN): <input type="checkbox"/> INDIVIDUAL OR SOLE PROPRIETOR	[][] - [][] - [][][][]
4	PLEASE CHECK ALL BOXES THAT ARE APPLICABLE TO THE CATEGORY OF PAYMENT: <input type="checkbox"/> SUPPLIES/EQUIPMENT <input type="checkbox"/> ATTORNEY SERVICES <input type="checkbox"/> INTEREST <input type="checkbox"/> SERVICES (MEDICAL) <input type="checkbox"/> LEGAL SETTLEMENT <input type="checkbox"/> GRANTS <input type="checkbox"/> SERVICES (NON-MEDICAL) <input type="checkbox"/> RENT/LEASE <input checked="" type="checkbox"/> OTHER: ▶ online education Are you a former employee of the County of Monterey? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Are you a Certified Green Business? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (See information regarding green certification on next page)	
5	CALIFORNIA STATE WITHHOLDING STATUS (CA withholding information on next page): <input type="checkbox"/> California Resident <input type="checkbox"/> California Form 590 (Withholding Exemption Certificate) attached <input type="checkbox"/> California Non-Resident <input type="checkbox"/> Waiver of State withholding from California Franchise Tax Board attached <input type="checkbox"/> California Form 590 (Withholding Exemption Certificate) attached <input type="checkbox"/> All services for payments issued are performed OUTSIDE of California <input type="checkbox"/> No Services are being rendered, only goods are being provided for payment	CA Form 590 required if your address above in section 2 is a non-CA address CA NON-RESIDENTS: 7% will be withheld from payment unless one of the lower four boxes on left is checked.
6	I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the County of Monterey.	
CERTIFYING SIGNATURE	Authorized Representative's Name (Type or Print) Karen Frazier Signature 	Title Revenue Cycle Manager Date 03/18/2013 Phone Number (615) 301-3278

Exhibit A to Agreement for Professional Services

Courseware Subscription Agreement

THIS COURSEWARE SUBSCRIPTION AGREEMENT (the "Courseware Agreement") made this 26 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, 93908 ("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 [Signature]
(Authorized Signature)

Bruce A Brindley
(Print Name)

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

ACCEPTED: CLIENT

BY [Signature]
(Authorized Signature)

Harry Lewis
(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 agreed 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:

- 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 OBLIGATION 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

Under 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 Constitution 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, Latex Allergy,

HazComm, WorkplaceViol., EmergPrep, Infec.Control:HA1, 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, tropezos 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 eléctrica
(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:

- 560 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 access 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: LA PLATA MEDICAL CENTER
Facility address: 1411 CONSTITUTION BLVD, SALINAS, CA 94906
To the attention of: JANINE BOUYER

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 Infant 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 FROUYER

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 notwithstanding 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. LAERDAL'S 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 E
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 notwithstanding 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. LAERDAL'S 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. <u>Default:</u> ET	
SupervisorUID	If the UserID of the student's supervisor is known, it may be specified here. <u>Default:</u> none.	
EffectiveDate	May be specified in the format of MM/DD/YYYY. <u>Default:</u> 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. <u>Default:</u> 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:

<u>Availability</u>	<u>Performance Credit</u>
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 afforded 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.

**Exhibit G
Support Services Plan**

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.

Exhibit H

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 Bradycardia
 - Pacemaker Therapy
 - Pathology and Etiology of Valvular Heart Disease
 - Pathophysiology of and Risk Factors for Hypertension
 - Signs and Symptoms of Valvular Heart Disease
 - Sinus Tachycardia 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
- Gullain-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
- Inadequate 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

Special Procedures
Specimen Collection
Warm and Cold Applications

Pharmacotherapy

IV Therapy

Anatomy and Physiology of the Vascular System
Central Venous and Subcutaneous Therapy
Fluid and Electrolyte Therapy
Fluids and Electrolytes
General Concepts of Intravenous Medication Administration
Infusion Systems
Intravenous Therapy: Learning Path Overview and Professional Issues
Legal Aspects and Case Study of IV Therapy
Major Classifications of Intravenous Medications
Parenteral Nutrition
Peripheral Intravenous Therapy

Medication Administration

Accuracy and Safety in Dosage Calculations
Essentials of Medication Administration

Special Populations

Gerontology

Common Psychological Stressors in the Geriatric Population
Geriatric Assessment
Influences on Health and Illness
Physiological Disorders in Gerontologic Patients
Physiological Systems and the Implications of Age
Special Issues in Gerontology
Special-Care Settings of the Elderly

Hispanic Culture and Communication

Basic Medical Spanish
Conversational Spanish for Healthcare Professionals
Hispanic Cultures

Pediatrics

Alterations in Neurologic Conditions in Children
Assessing the Abdomen and Musculoskeletal and Neurologic Systems of a Pediatric Patient
Birth to 12 Months
Chronic Conditions of the Respiratory Tract
Common Treatments for Alterations in the Pediatric Respiratory System
Growth and Development of the Preschooler and Toddler
Infections of the Lower Respiratory Tract
Neurologic Trauma in Pediatric Patients
Overview of Pediatric Physical Assessment Techniques
Physical Assessment of Infants and Children
Physical Assessment of the Infant's and Child's Head and Neck
Reye's Syndrome, Tetanus, and Botulism in Children
The Adolescent
The Child With Infections of the Central Nervous System
The Child With Infections of the Upper Respiratory Tract
The School-Age Child
The Skin, Hair, Nails, and Lymphatic System