



Monterey County Board of Supervisors

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066

Board Order

Agreement No. A-14475

A motion was made by Supervisor Luis A. Alejo, seconded by Supervisor Chris Lopez to:

- a. Authorize the Deputy Purchasing Agent for Natividad Medical Center (NMC) or his designee to execute an agreement with HealthStream Inc. for Web based clinical education content services at NMC for an amount not to exceed \$137,344 with an agreement term retroactive to July 1, 2019 through June 30, 2022.
- b. Approve the NMC Chief Executive Officer's recommendation to accept non-standard indemnification, insurance, limitations on liability, and limitations on damages provisions within the agreement.

PASSED AND ADOPTED on this 27th day of August 2019, by the following vote, to wit:

AYES: Supervisors Alejo, Phillips, Lopez, Parker and Adams

NOES: None

ABSENT: None

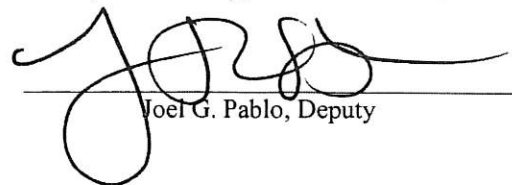
I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting August 27, 2019.

Dated: August 28, 2019

File ID: 19-0660

Agenda Item No.: 29

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California



Joel G. Pablo, Deputy

Master Services Agreement



This Master Services Agreement ("**Agreement**") is entered into and effective as of July 8, 2019 ("**Effective Date**") by and between **HealthStream, Inc.**, a Tennessee corporation, having its principal place of business at 500 11th Avenue North, Suite 1000, Nashville, Tennessee 37203 ("**HealthStream**") and between the County of Monterey, a political subdivision of the State of California (hereinafter, "the County"), on behalf of Natividad Medical Center ("**NMC**"), a general acute care teaching hospital wholly owned and operated by the County, business at 1440 CONSTITUTION BLVD, Salinas, CA, 93906 ("**Customer**"). Unless otherwise specified herein, this Agreement shall supersede any and all previous master services or similar agreement(s) between HealthStream and Customer.

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

1. Definitions.

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

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

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

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

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

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

3. Use of Online Service(s).

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

3.2 HealthStream Responsibilities. HealthStream shall: (a) provide telephone and online standard support to designated representatives of Customer; and (b) use commercially reasonable efforts to make the Service(s) generally available 24 hours a day, 7 days a week, except for: (i) planned downtime; or (ii) any unavailability caused by circumstances beyond HealthStream's reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems

(other than those involving HealthStream employees), computer, telecommunications, Internet service provider or hosting facility failures or delays involving hardware, software or power systems not within HealthStream's possession or reasonable control, and network intrusions or denial of service attacks.

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

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

4. Fees & Payment.

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

4.2 Invoicing & Payment; Suspension of Service. Customer shall maintain complete and accurate billing and contact information with HealthStream at all times. Fees for the Service(s) will be invoiced in advance and otherwise in accordance with the terms set forth in the relevant Order Form. Unless otherwise stated in the Order Form, charges are due thirty (30) days from receipt of the applicable invoice and all payments made under this Agreement shall be in United States dollars. Invoices will be deemed to have been received upon the date of: (a) personal delivery; (b) the second business day after mailing; or (c) the second business day after sending by email. If Customer's account is thirty (30) days or more overdue (except with respect to

charges then under reasonable and good faith dispute), in addition to any of its other rights or remedies, HealthStream reserves the right to suspend the Service(s) provided to Customer, without liability to Customer, until the overdue amounts are paid in full.

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

5. Proprietary Rights.

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

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

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

5.4 Customer Data. Customer shall provide HealthStream with data necessary to provide Users with full access to the Services. As between HealthStream and Customer, all data obtained by HealthStream from Customer and through the provision of the Service(s) (collectively, the "**Customer Data**") is owned exclusively by Customer. Customer grants HealthStream an unrestricted, royalty-free, irrevocable license to maintain and distribute aggregated compilations of Customer Data ("**Aggregated Data**") and to use such Aggregated Data for future studies and reports; provided, however, that the Aggregated Data will not reveal any personal information or the identity of Customer. HealthStream may distribute certain Customer Data to licensing and accreditation organizations for the benefit of Users. HealthStream will release the minimum data required to adequately credit Users for educational activities completed.

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

6. Confidentiality.

6.1 Definition of Confidential Information. As used in this Agreement, "**Confidential Information**" means all confidential and proprietary information of a party ("**Disclosing Party**") disclosed to the other party ("**Receiving Party**"), whether orally or in writing, that is

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

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

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

7. Warranties & Disclaimers.

7.1 Warranties.

(a) **General.** Each party represents and warrants that it has the legal power to enter into this Agreement. HealthStream represents and warrants that (i) it will provide the Service(s) in a manner consistent with general industry standards reasonably applicable to the provision of the Service; (ii) it owns or otherwise has sufficient rights to the Service(s) and the HealthStream IP to grant the rights and licenses granted in this Agreement; (iii) it will perform the Services in a skillful, professional, workmanlike and competent manner by qualified personnel; (iv) the Service(s) and HealthStream IP do not infringe any intellectual property rights of any third party. During the term of this Agreement, (i) the Service(s) shall perform materially in accordance with any applicable user guides or specifications; and (ii) the functionality of the Online Service(s) will not be materially decreased from that available as of the Effective Date. Customer agrees that its purchase of the Service(s) is not contingent upon the delivery of any future functionality or features nor is it dependent upon any oral or written public comments made by HealthStream with respect to future functionality or features. Notwithstanding the foregoing, subsequent updates, upgrades, enhancements to the Online Services made generally available to all subscribing customers will be made available to Customer at no additional charge.

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

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

8. Mutual Indemnification.

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

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

9. Limitation of Liability.

9.1 Limitation of Liability. EXCEPT FOR LIABILITY ARISING UNDER SECTIONS 4 (PAYMENT OF FEES) OR 5.3 (RESTRICTIONS), IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE GREATER OF \$100,000 OR THE AMOUNTS ACTUALLY PAID BY AND DUE FROM CUSTOMER UNDER THE APPLICABLE ORDER FORM.

9.2 Exclusion of Consequential and Related Damages. IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS, LOSS OF USE, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF THE DAMAGE.

9.3 Limitation of Action. Except for actions for non-payment or breach of either party's intellectual property rights, no action (regardless of form) arising out of this Agreement may be commenced by either party more than two (2) years after the cause of action has accrued.

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

10. Insurance.

10.1 Evidence of Coverage: Upon request by Customer, HEALTHSTREAM 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.

This verification of coverage shall be sent to Customer's Contracts/Purchasing Department, unless otherwise directed. This approval of insurance shall neither relieve nor decrease the liability of HealthStream.

10.2 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 than A-VII.

10.3 Insurance Coverage Requirements: HEALTHSTREAM 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 rented premises, including coverage for personal Injury and Property Damage, Products and Completed Operations, with a combined single limit of not less than \$1,000,000 per occurrence.

Business automobile liability insurance, covering all motor vehicles, including leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit of not less than \$1,000,000 per occurrence.

Workers' Compensation Insurance, If HEALTHSTREAM employs others in the performance of this Agreement, in accordance with state laws applicable to HealthStream with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

Professional liability insurance, if required for the professional services being provided, in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for 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, HealthStream shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits.

10.4 Other Requirements: Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis.

Commercial general liability policy 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 HealthStream'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 HealthStream's insurance.

HEALTHSTREAM 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 during the Term of this Agreement.

11. Term & Termination.

11.1 Term of Agreement. This Agreement commences on the Effective Date and, unless earlier terminated pursuant to the terms of this Agreement, continues until the later of the date when (a) all User

subscriptions granted in accordance with this Agreement have expired or been terminated and (b) no Service(s) is being provided by HealthStream.

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

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

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

12. General Provisions.

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

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

12.3 Waiver and Cumulative Remedies; Severability. No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated in this Agreement, the remedies provided in the Agreement are in addition to, and not exclusive of, any other remedies of a party at law or in equity. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

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


12.5 Intentionally deleted.

12.6 Entire Agreement. This Agreement, including all exhibits and addenda to this Agreement and all Order Forms signed under this Agreement, constitutes the entire agreement between the parties, and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. In the


event of any conflict between the provisions in this Agreement and any exhibit or addendum to this Agreement, or Order Form signed under this Agreement, the terms of the exhibit, addendum or Order Form shall prevail to the extent of any inconsistency. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Customer purchase order or in any other Customer order documentation (excluding Order Forms) shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void. This Agreement may be executed in counterparts, which taken together shall form one legal instrument.

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

HealthStream, Inc.

By: 
Sneha Oakley (Jul 10, 2019)
Print Name: Sneha Oakley
Title: Deputy General Counsel
Date: _____

Natividad Medical Center

By: 
Print Name: Gary R Gray
Title: CEO
Date: 8/22/19

AB
ABretun
Dep CEO

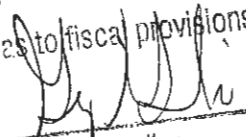
7-10-19
Reviewed as to fiscal provisions

Auditor-Controller
7-10-19

EXHIBIT A

Authorized Purchasing Entities

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

Order Form

Submitted Date July 10, 2019

Order Number ORD-0637339

P.O. Number

Tax Exempt? No

Customer Information
Name Natividad Medical Center
Address 1440 CONSTITUTION BLVD
Salinas, CA 93905

Primary Contact
Name Janine Bouyea
Email bouyeaj@natividad.com
Phone 8317832701

Billing Contact
Name Janine Bouyea
Email bouyeaj@natividad.com
Phone 8317832701

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

HealthStream Contact
Name Lisa Otey
Email lisa.otey@healthstream.com
Phone (615) 301-3109

ORDER DETAILS

Billing Frequency: Annually					
Product	Quantity	Unit Price	Term Start Date	Term (Months)	Total
Administrator Academy eLearning Library - Full HLC	1500	\$1,866.60	8/1/2019	35	\$5,444.25
hStream	1500	\$4.82	8/1/2019	35	\$21,087.50
HealthStream Performance Center	1300	\$6.70	9/1/2019	34	\$24,678.33
HealthStream Learning Center (HLC)	1500	\$5.86	7/1/2019	36	\$26,370.00
KnowledgeQ®	1500	\$8.10	9/1/2019	34	\$34,425.00
HealthStream Video - Basic	1500	\$3.31	2/1/2020	29	\$11,998.75
HealthStream ePortfolio (Complimentary)	1500	\$0.00	7/1/2019	36	\$0.00
Checklist Management	1500	\$6.07	7/1/2021	12	\$9,105.00
Subtotal:					\$133,108.83

Billing Frequency: UpFront				
Product	Quantity	Unit Price	Term (Months)	Total
HLC Administrator Training - Nashville	2	\$0.00	1	\$0.00
Subtotal:				\$0.00

Grand Total: \$133,108.83

Unless set forth in the Order Details above, the Term and invoicing under this Order Form of each Product commences on the earlier of Activation (as defined herein) or the six (6) month anniversary of the later of the signatures below. "Activation" shall mean that a Product is first made available by HealthStream for use by Customer or its Users. For existing HealthStream platform customers, invoicing will begin during the next billing cycle after the later of the two signatures below, unless this is a renewal of an existing subscription. If this is a renewal of an existing subscription, the Term and invoicing will begin following the expiration of the then current term.

Product Specific Terms

Checklist Management

Product Terms

HealthStream **Checklist Management** is a skills validation tool that can help ensure safe, quality care and improve patient outcomes at any healthcare organization.

With Checklist Management, healthcare organizations can –

- **Standardize & Validate Skills** - Automatically assign electronic, standardized checklists throughout your organization. Associate pre-screened, qualified evaluators with each checklist to ensure that each step is validated upon completion.
- **Contextualize & Remediate Skills** – Add checklists to any course or curriculum to reinforce skills knowledge obtained in course content. And assign checklists to staff who may need additional practice.
- **Report & Track** – Centralize documentation of validated skills and track student progress on checklists through a variety of different reports.
- **Meet Compliance** – Pull from a variety of different reports and view student transcripts no matter when the Joint Commission is at your door

HealthStream ePortfolio

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

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

- Document management – allows Users to upload documents and link files to profile elements

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

hStream

hStream is the essential technology that enables:

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

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

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

HealthStream Performance Center

HealthStream Performance Center ("HPC") shall mean those services provided by HealthStream to Customer that enable Customer to develop, manage, track and rate goals and performance appraisals, and certain activation services and training specific to use of the HealthStream Performance Center.

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

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

Specific features of the HLC include:

- Software as a Service ("SaaS") delivery model where HealthStream provides hardware, hosting, and site maintenance
- Authoring Center (see details below)
- SCORM Import Tool (see details below)
- Ability to create, distribute, and manage on-line content
- Ability to schedule and manage live events such as classroom-based education
- Group courses into curriculums
- Customizable catalog functionality
- Assignment engine that enables administrators to assign learning to various users
- Assessment tool for creating tests and evaluations
- Customizable CE certificate creation
- Transcript functionality

- Configurable and schedulable reports
- Support Services provided via email and telephone between the hours of 7 am and 7 pm Central time Monday through Friday, excluding HealthStream published holidays

The Authoring Center product includes the following items:

- Access to a secure hosting environment integrated into the HealthStream Learning Center for storing and launching HTML and other web enabled content. A list of supported file types is listed in the Authoring Center Policies attached below.
- Access to HealthStream's HTML Editor tool for creating HTML course pages that can be played and distributed through the HealthStream learning Center.
- Access to the Content Management feature that allows the organization to manage and create content for use in the HealthStream Authoring Center.
- Access to HealthStream's Public Courseware Exchange that enables an organization to post and make copies of courses created by other organizations.

By purchasing the HLC, Customer agrees to abide by HealthStream's Authoring Center policies. HealthStream reserves the right to amend and update these policies from time to time and will communicate any changes to Customer as appropriate.

HealthStream Authoring Center Policies and Guidelines As of March, 2014

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

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

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

Policies

- No single file uploaded to the HealthStream authoring servers may be larger than 25 megabytes. Also, no course 'page' can contain assets that total more than 25 megabytes. The total disk space required by the entire course may be larger than 25 megabytes, but no single file or page can be. This policy ensures that course pages load in a timely manner for an optimal end user experience.
- All files uploaded to HealthStream's authoring servers (authoring FTP sites) must be on the HealthStream approved file types list. This policy exists to protect all users of the HLC from the potential damage caused by malicious or carelessly constructed content. HealthStream amends our list of allowable file types from time to time and will communicate any additions or deletions from the list by updating a copy of these Authoring Policies found in the on-line help section of the HLC. Please see 'Allowable file types for authored content' below for the current list of allowable files.
- All content must be self-authored and for internal purposes only. Except for content from the A.D.A.M. resource library, content may not be purchased from a third party and uploaded to the Authoring Center without prior written approval from HealthStream, which will be in HealthStream's sole discretion. Further, content uploaded to the Authoring Center should be for internal business purposes only and not for any commercial purposes related to your organization. HealthStream makes no representations or warranties regarding the availability, functionality, security, or performance of any third party content uploaded to or accessed via the Authoring Center as permitted by these policies.

- Only assets that will be used in authored courses may be uploaded to the HealthStream servers. Do not use HealthStream's Authoring Center for general file storage or for other unauthorized purposes.
- Any assets loaded to HealthStream's servers that are or may be out of compliance with the policies detailed above may be deleted at HealthStream's sole discretion.
- Courses that invoke communication features, such as email or ftp, must use standard http/https and sftp/ftp ports and must require no server side technologies such as smtp, asp, Cold Fusion, etc.
- Customers are responsible for keeping back-up copies of all assets published to the Authoring Center. In the event that HealthStream deletes a needed file for a policy violation, restoring this file is the responsibility of the customer. Authoring servers should be used for content delivery and should NOT be the only servers where your files exist.

Allowable file types for authored content

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

- .au, audio/basic
- .css, text/css
- .doc, .
- .docm;
- .docx,
- .dotm application/vnd.msword
- .dotx
- .flv, video/x-flv
- .gif, image/gif
- .htm, text/html
- .html, text/html
- .jar, application/java-archive
- .jpe, image/jpeg
- .jpeg, image/jpeg
- .jpg, image/jpeg
- .js, application/x-javascript
- .mov - quicktime movie
- .mp2, video/mpeg
- .mp3, audio/mpeg
- .mp4
- .mpa, video/mpeg
- .mpv2, video/mpeg
- .pdf, application/pdf
- .png, image/png
- .potm - PowerPoint 2007 Macro-Enabled XML Template
- .potx - PowerPoint 2007 XML Template
- .ppam - PowerPoint 2007 Macro-Enabled XML Add-In
- .ppsm - PowerPoint 2007 Macro-Enabled XML Show
- .ppsx - PowerPoint 2007 XML Show
- .ppt, .pptx, application/vnd.ms-powerpoint
- .pptm - PowerPoint 2007 Macro-Enabled XML Presentation
- .pptx - PowerPoint 2007 XML Presentation
- .swf, application/x-shockwave-flash
- .txt, text/plain
- .vsd, .vss, application/visio
- .xhtml, text/html

- .xlam - Excel 2007 XML Macro-Enabled Add-In
- .xls, .xlsx, application/vnd.ms-excel
- .xlsb - Excel 2007 binary workbook (BIFF12)
- .xlsm - Excel 2007 XML Macro-Enabled Workbook
- .xlsx - Excel 2007 XML-Enabled Sheet
- .xltm - Excel 2007 XML Macro-Enabled Template
- .xltx - Excel 2007 XML Template
- .xml, text/html
- .xsd, text/html
- .zip, application/zip (Only when transporting SCORM packages)

SCORM Import Tool Policies and Guidelines

Customer acknowledges that it will use the SCORM Import Tool only to load content for which it has a legal copyright or permission from the copyright owner to distribute within its organization. Customer and its affiliates will provide to HealthStream in writing an affirmation of its permission to distribute any copyrighted material for which it is not the copyright owner prior to loading the material to its Authoring Account. HealthStream reserves the right to deny client permission to upload any content not authored by the Customer. Further, Customer agrees to abide by all of HealthStream's Authoring Center policies as stated in this addendum and amended from time to time for the duration of its use of the SCORM Import Tool.

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

Usage Restrictions

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

HealthStream does not provide support for content created using instructional design creation tools not sold and provided by HealthStream.

HealthStream Administrator Training – Learning (Nashville Training)

HealthStream will provide training seats as set forth in the Order Details above for the HealthStream Learning application in Nashville at HealthStream's training center. Customer may send additional personnel at the standard fee per person or purchase additional seats for training during the term of this Order Form.

Customer may send administrators to HealthStream's offices in Nashville for HealthStream Learning Administrator Training. This training covers the basics of using the Learning application from the Administrator and User perspective, as well as Authoring. It does not include training on additional products purchased for use through the Learning application. Customer is responsible for all travel, hotel, and incidental expenses.

KnowledgeQ®

KnowledgeQ® helps organizations to invest training resources smarter by better understanding where their organization is at risk, how their annual mandatory training program compares to the industry standard, and the overall performance of employees on annual mandatory training measures.

KnowledgeQ® includes three components:

Annual Mandatory Training Library with Learning Games – a library of over 45 mobile-ready courses for OSHA, accreditation and patient care training. Also includes fun, interactive supplemental Flash games that engage learners and increase retention.

Industry Standard Benchmark Tests – available in 5 categories: Environment of Care, Life Safety, Provision of Care, Human Resources, and Infection Prevention and Control used for benchmarking and comparison.

Control Center™ - next generation data visualizer and benchmark portal provides for rapid identification of risk areas and actionable information for critical training decisions.

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

HealthStream Video Basic Package

HealthStream Video Basic includes 1TB (monthly) of bandwidth and storage included and any overages in a given month will be charged at \$0.50 per GB.

HealthStream Video Basic includes the following features:

- My Media management area
- Upload videos and images to My Media
- Add chapters and slides to videos
- Basic video editing - clipping, trimming
- Copy iframe embed links per video
- Download video, Replace video
- Import video embed links from YouTube
- Video analytics – View and download
- Upload – attachments to videos, closed-caption files
- Search - metadata, captions, chapter information, slide titles
- Video collaboration - co-editors, co-publishers, change owner

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

Order Form



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

This Order Form is intended by both parties to run for the full term set forth for each Service in the Order Details table above, and the parties acknowledge they are aware of the current expiration date of this Order Form and the provisions for renewal and termination set forth in the Agreement. Third party courseware runs for the full term set forth herein and is not subject to any renewal provisions set forth in the Agreement. In the event the Agreement is terminated or expires prior to the expiration of the full term set forth above for each Service, the term of each Service license shall also expire at that time and the Customer will not recover any fees paid in advance for the Product(s) for any part of the term or quantity for that Product or those Products that go unused, except as otherwise provided in Section 10.3 of the Agreement.

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

HealthStream Inc.

Deborah B. Shapiro
By: Deborah B. Shapiro (Aug 29, 2019)
Print Name: Deborah B. Shapiro
Print Title: Senior Counsel
Date: Aug 29, 2019

Natividad Medical Center

By: [Signature]
Print Name: Gregory R. G...
Print Title: CEO
Date: 8/29/19

Reviewed as to fiscal provisions
[Signature]
Auditor-Controller
County of Monterey
2-15-19

CPB
CP Brantun
Dep COCO
7-10-19