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Contract Number

25-440

SAP Number

Arrowhead Regional Medical Center

Department Contract Representative	Andrew Goldfrach
Telephone Number	(909) 580-6150
Contractor	HealthStream, Inc (or "HealthStream")
Contractor Representative	Aby Carroll
Telephone Number	(615) 587-4960
Contract Term	July 01, 2025 through June 30, 2030
Original Contract Amount	
Amendment Amount	
Total Contract Amount	NTE \$ 2,820,402
Cost Center	8210
Grant Number (if applicable)	

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, County conducted a competitive process to find a vendor to provide subscription based e-learning education programs for healthcare staff the Products and/or the Services that are the subject of this Contract, and

WHEREAS, County desires that such Products and/or Services be provided by Contractor and Contractor agrees to provide these Products and/or perform these Services as set forth below;

NOW, THEREFORE, the County and Contractor mutually agree to the following terms and conditions:

This Contract consists of these General Terms and the documents that are referenced and hereby incorporated as though fully set forth herein by a checked box below, and attachment hereto:

- ☐ Attachment A – HARDWARE PURCHASE TERMS
- ☒ Attachment B – SOFTWARE LICENSE
- ☐ Attachment C – [intentionally deleted]
- ☒ Attachment D – CLOUD SERVICES TERMS
- ☐ Attachment E – BUSINESS ASSOCIATE AGREEMENT
- ☐ Attachment E-1 – Business Associate Addendum for Cloud Services

In the event of any inconsistency between this Contract and any forms, attachments, statements of works, or specifications which may be incorporated into this Contract, the following order of precedence shall apply: (i) this Contract; (ii) Attachments to this Contract, as indicated above; and (iii) price lists, SOWs, SLAs and other documents attached hereto or incorporated herein. County and Contractor may be individual referred to as a "Party" or together as the "Parties."

A. DEFINITIONS

Unless elsewhere defined in this Contract, the following capitalized terms shall have the meaning ascribed herein:

- A.1** "Affiliates": collectively, municipalities, school districts, and other tax districts within County
- A.2** "County": San Bernardino County
- A.3** "Contractor": the individual or entity identified as providing the Products and/or Services
- A.4** "DRM": County's Department of Risk Management
- A.5** "Effective Date": the date of execution of the Contract
- A.6** "EFT": Electronic funds transfer.
- A.7** "P.O.": a purchase order specifying the types and quantity of Services or Software ordered.
- A.8** "Services": professional consulting, which may include implementation, design, customization, maintenance, help desk or other services necessary or desired by County as specified in an SOW.
- A.9** "Software": computer programs, procedures, rules, routines, or subroutines and any associated documentation pertaining to the operation of a computer system, including software designed to fill specific needs of a user; software that controls the execution of programs, and software that provides services such as resource allocation, scheduling, input/output control, and data management; application-independent software that supports the running of application software; software designed to facilitate the operation and maintenance of a computer system and its associated programs; and computer programs or routines designed to perform some general support function required by other application software, by the operating system, or by the system users, such as formatting electronic media, making copies of files, or deleting files.
- A.10** "SOW": an order form, statement of work or work order that identifies Services provided by Contractor, including a detailed task list or specifications, the estimated period of performance, the fixed price or hourly rate to be charged for the Services, together with any milestones, acceptance criteria and other information regarding the scope of work, as mutually agreed by the Parties.
- A.11** "Users" or "Permitted Users" (as noted in the applicable SOW) means County's employees, consultants, contractors, clients, agents, or individuals County manages or otherwise controls, who are authorized to use the Software and have been supplied user identifications and passwords by County (or by Contractor at County's request).

B. GENERAL CONTRACT REQUIREMENTS

B.1 Recitals

The recitals set forth above are true and correct and incorporated herein by this reference.

B.2 Contract Amendments

The Parties agree any alterations, variations, modifications, or waivers of the provisions of the Contract, shall be valid only when reduced to writing, executed and attached to the original Contract and approved by the person(s) authorized to do so on behalf of a Party.

B.3 Contract Assignability

Without the prior written consent of the County, the Contract is not assignable by Contractor either in whole or in part. Notwithstanding the foregoing, Contractor may assign this Agreement together with all rights and obligations under this Agreement, without consent of County, in connection with a merger, equity purchase, acquisition, corporate reorganization, or sale of all or substantially all of its assets, provided that Contractor provides County with ten (10) days' prior written notice of such assignment, or if legally prohibited from providing prior notice, within

10 days after the effective date of the assignment, and County has the right to terminate this Agreement, if required by applicable law..

B.4 Contract Exclusivity

This is not an exclusive Contract. The County reserves the right to enter into a contract with other contractors for the same or similar services. The County does not guarantee or represent that the Contractor will be permitted to perform any minimum amount of work, or receive compensation other than on a per order basis, under the terms of this Contract.

B.5 Attorney's Fees and Costs

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorney fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney fees directly arising from a third-party legal action against a party hereto and payable under Indemnification and Insurance Requirements.

B.6 Background Checks for Contractor Personnel

Contractor shall ensure that its personnel (a) are authorized to work in the jurisdiction in which they are assigned to perform Services; (b) do not use illegal substances in any manner which will impact their ability to provide Services to the County; and (c) are not otherwise disqualified from performing the Services under applicable law. If requested by the County and not in violation of applicable law, Contractor shall conduct a background check, at Contractor's sole expense, on all its personnel providing Services. Such background check shall be in the form generally used by Contractor in its initial hiring of employees or contracting for contractors or, as applicable, during the employment-screening process but must, at a minimum, have been performed within the preceding 12-month period.

B.7 Change of Address

Contractor shall notify the County in writing, of any change in mailing address within ten (10) business days of the change.

B.8 Choice of Law

This Contract shall be governed by and construed according to the laws of the State of California.

B.9 Compliance with County Policy

In performing the Services, Contractor personnel (including subcontractors) shall (a) conduct themselves in a businesslike manner; (b) comply with the policies, procedures, and rules of the County regarding health and safety, and personal, professional and ethical conduct; and (d) abide by all federal and state laws applicable to the County facilities and the provision of the Services, and all amendments and modifications to each of the documents listed in subsections (b), (c), and (d) (collectively, "County Policies"). County Policies, and additions or modifications thereto, may be communicated in writing to Contractor or Contractor personnel or may be made available to Contractor or Contractor personnel by conspicuous posting at a County facility, electronic posting, or other means generally used by County to disseminate such information to its employees or contractors. Contractor shall be responsible for the promulgation and distribution of County Policies to Contractor personnel to the extent necessary and appropriate. County shall have the right to require Contractor's employees, agents, representatives and subcontractors to exhibit identification credentials issued by County in order to exercise any right of access under this Contract.

B.10 Confidentiality

Contractor shall protect from unauthorized use or disclosure names and other identifying information concerning persons receiving Services pursuant to this Contract, except for statistical information not identifying any participant. Contractor shall not use or disclose any identifying information for any other purpose other than carrying out the Contractor's obligations under this Contract, except as may be otherwise required by law. This provision will remain in force even after the termination of the Contract.

B.11 RESERVED

B.12 County Representative

The ARMC Chief Executive Officer or his/her designee shall represent the County in all matters pertaining to the services to be rendered under this Contract, including termination and assignment of this Contract, and shall be the final authority in all matters pertaining to the Services/Scope of Work by Contractor. If this contract was initially approved by the San Bernardino County Board of Supervisors, then the Board of Supervisors must approve all amendments to this Contract, unless otherwise delegated.

B.13 RESERVED

B.14 Debarment and Suspension

Contractor certifies that neither it nor its principals or subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. (See the following United States General Services Administration's System for Award Management website <https://www.sam.gov>). Contractor further certifies that if it or any of its subcontractors are business entities that must be registered with the California Secretary of State, they are registered and in good standing with the Secretary of State.

B.15 Drug and Alcohol Free Workplace

In recognition of individual rights to work in a safe, healthful and productive work place, as a material condition of this Contract, the Contractor agrees that the Contractor and the Contractor's employees, while performing service for the County, on County property, or while using County equipment:

B.15.1 Shall not be in any way impaired because of being under the influence of alcohol or an illegal or controlled substance.

B.15.2 Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal or controlled substance.

B.15.3 Shall not sell, offer, or provide alcohol or an illegal or controlled substance to another person, except where Contractor or Contractor's employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

The Contractor shall inform all employees that are performing service for the County on County property, or using County equipment, of the County's objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the County. The County may terminate for default or breach of this Contract and any other Contract the Contractor has with the County, if the Contractor or Contractor's employees are determined by the County not to be in compliance with above.

B.16 Duration of Terms

This Contract, and all of its terms and conditions, shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties, provided no such assignment is in violation of the provisions of this Contract.

B.17 Employment Discrimination

During the term of the Contract, Contractor shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, or military and veteran status. Contractor shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VI and Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

B.18 Environmental Requirements

In accordance with County Policy 11-08, the County prefers to acquire and use products with higher levels of post-consumer recycled content. Environmentally preferable goods and materials must perform satisfactorily and be available at a reasonable price. The County requires Contractor to use recycled paper for any printed or photocopied material created as a result of this Contract. Contractor is also required to use both sides of paper sheets for reports submitted to the County whenever practicable. To assist the county in meeting the reporting requirements of the California Integrated Waste Management Act of 1989 (AB 939), Contractor must be able to annually report the County's environmentally preferable purchases. Contractor must also be able to report on environmentally preferable goods and materials used in the provision of their service to the County, utilizing a County approved form.

B.19 Improper Influence

Contractor shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables him/her to influence any award of the Contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of the Contract or shall have any relationship to the Contractor or officer or employee of the Contractor.

B.20 Improper Consideration

Contractor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this Contract. The County, by written notice, may immediately terminate this Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once a contract has been awarded. Contractor shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Contractor. The report shall be made to the supervisor or manager charged with supervision of the employee or the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

B.21 Informal Dispute Resolution

In the event the County determines that service is unsatisfactory, or in the event of any other dispute, claim, question or disagreement arising from or relating to this Contract or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

B.22 Legality and Severability

The parties' actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. The provisions of this Contract are specifically made severable. If a provision of the Contract is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

B.23 Licenses, Permits and/or Certifications

Contractor shall ensure that it has all necessary licenses, permits and/or certifications required by the laws of Federal, State, County, and municipal laws, ordinances, rules and regulations. The Contractor shall maintain these licenses, permits and/or certifications in effect for the duration of this Contract. Contractor will notify County promptly of loss or suspension of any such licenses, permits and/or certifications. Failure to maintain a required license, permit and/or certification may result in immediate termination of this Contract.

B.24 Reserved

B.25 Mutual Covenants

The parties to this Contract mutually covenant to perform all of their obligations hereunder, to exercise all discretion and rights granted hereunder, and to give all consents in a reasonable manner consistent with the standards of "good faith" and "fair dealing".

B.26 RESERVED

B.27 Notice of Delays

Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, that party shall, promptly, give notice thereof, including all relevant information with respect thereto, to the other party.

B.28 Software Ownership

County shall provide Contractor with data necessary to provide Users with full access to the Services.

County acknowledges that in providing the Service(s), Contractor utilizes (a) the Contractor name, the Contractor logo, the Contractor domain name, the product and service names associated with the Software and 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, Contractor'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, "Contractor IP") and that the Contractor IP is covered by intellectual property rights owned or licensed by Contractor (collectively, "Contractor IP Rights"). Other than as expressly set forth in this

Agreement, no license or other rights in or to the Contractor IP or Contractor IP Rights are granted to County, and all licenses and rights are expressly reserved.

County shall not (a) modify, copy or create derivative works based on the Software, Service(s) or Contractor IP; (b) create Internet "links" to or from the Software, or "frame" or "mirror" any content forming part of the Software, other than on County's own intranet; or (c) disassemble, reverse engineer, or decompile the Software or Contractor 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 Software.

As between Contractor and County, all data obtained by Contractor from County and through the provision of the Software (collectively, the "County Data") is owned exclusively by County. County grants Contractor an unrestricted, royalty-free, irrevocable license to maintain and distribute aggregated compilations of County Data ("Aggregated Data") and to use such Aggregated Data for future studies and reports; provided, however, that the Aggregated Data will not (i) incorporate protected health information as the same is defined by the U.S. Health Insurance Portability and Accountability Act of 1996 and (ii) reveal any personal information or the identity of County. Contractor may distribute certain County Data to licensing and accreditation organizations for the benefit of Users. Contractor will release the minimum data required to adequately credit Users for educational activities completed.

Upon the termination of this Agreement or SOWs, Contractor shall return the County Data to County in Contractor's standard non-proprietary format.

B.29 Participation Clause

The County desires that Municipalities, School Districts, and other Tax Districts requiring the same services provided herein may at their option and through the County Purchasing agent, avail themselves of this Contract. Upon notice, in writing, the Contractor agrees to the extension of the terms of this contract with such governmental bodies as though they have been expressly identified in this contract, with the provisions that:

B.29.1 Such governmental body does not have and will not have in force any other contract for like purchases.

B.29.2 Such governmental body does not have under consideration for award any other bids or quotations for like purchases.

Such governmental body shall make purchases directly through and to the Contractor. The County will not be liable for any such purchase made between the Contractor and another governmental body who avails themselves of this contract.

B.30 Air, Water Pollution Control, Safety and Health

Contractor shall comply with all applicable air pollution control, water pollution, safety and health ordinances and statutes, which apply to the work performed pursuant to this Contract.

B.31 Records

Contractor shall maintain all records and books pertaining to the delivery of services under this Contract and demonstrate accountability for contract performance. All records shall be complete and current and comply with all Contract requirements. Failure to maintain acceptable records shall be considered grounds for withholding of payments for invoices submitted and/or termination of the Contract. All records relating to the Contractor's personnel, consultants, subcontractors, Services/Scope of Work and expenses pertaining to this Contract shall be kept in a generally acceptable accounting format. Records should include primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must comply with the appropriate Office of Management and Budget (OMB) Circulars, which state the administrative requirements, cost principles and other standards for accountancy.

B.32 Relationship of the Parties

Nothing contained in this Contract shall be construed as creating a joint venture, partnership, or employment arrangement between the Parties hereto, nor shall either Party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the other Party hereto.

B.33 Release of Information

No news releases, advertisements, public announcements or photographs arising out of the Contract or Contractor's relationship with County may be made or used without prior written approval of the County.

B.34 Representation of the County

In the performance of this Contract, Contractor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the San Bernardino County.

B.35 Strict Performance

Failure by a party to insist upon the strict performance of any of the provisions of this Contract by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Contract thereafter.

B.36 Subcontracting

Contractor shall obtain County's written consent, which County may withhold in its sole discretion, before entering into Contracts with or otherwise engaging any subcontractors who may supply any part of the Services to County. At County's request, Contractor shall provide information regarding the subcontractor's qualifications and a listing of a subcontractor's key personnel including, if requested by the County, resumes of proposed subcontractor personnel. Contractor shall remain directly responsible to County for its subcontractors and shall indemnify County for the actions or omissions of its subcontractors under the terms and conditions specified in Section E. All approved subcontractors shall be subject to the provisions of this Contract applicable to Contractor Personnel.

For any subcontractor, Contractor shall:

B.36.1 Be responsible for subcontractor compliance with the Contract and the subcontract terms and conditions; and

B.36.2 Ensure that the subcontractor follows County's reporting formats and procedures as specified by County.

B.36.3 Include in the subcontractor's subcontract substantially similar terms as are provided in Sections B. General Contract Requirements and Section E. Insurance and Indemnification.

Upon expiration or termination of this Contract for any reason, County will have the right to enter into direct Contracts with any of the Subcontractors. Contractor agrees that its arrangements with Subcontractors will not prohibit or restrict such Subcontractors from entering into direct Contracts with County.

B.37 Subpoena

In the event that a subpoena or other legal process commenced by a third party in any way concerning the Goods or Services provided under this Contract is served upon Contractor or County, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process. Contractor and County further agree to cooperate with the other party in any lawful effort by such other party to contest the legal validity of such subpoena or other legal process commenced by a third party as may be reasonably required and at the expense of the party to whom the legal process is directed, except as otherwise provided herein in connection with defense obligations by Contractor for County.

B.38 Termination for Non-Appropriation

This Agreement may be terminated by County upon thirty (30) days' prior written notice if County does not approve or otherwise receive funds sufficient to continue payments set forth in this Agreement. In the event of termination due to a lack of appropriations, County will pay Contractor for all undisputed fees and expenses related to the Software and/or Services received prior to the effective date of termination.

B.39 RESERVED

B.40 Venue

The parties acknowledge and agree that this Contract was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue of any action or claim brought by any party to this Contract will be the Superior Court of California, County of San Bernardino, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, County of San Bernardino, San Bernardino District.

B.41 Conflict of Interest

Contractor shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and the County. Contractor shall make a reasonable effort to prevent employees, Contractor, or members of governing bodies from using their positions for purposes that are, or give the

appearance of being motivated by a desire for private gain for themselves or others such as those with whom they have family business, or other ties. Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and state law. In the event the County determines a conflict of interest situation exists, any increase in costs, associated with the conflict of interest situation, may be disallowed by the County and such conflict may constitute grounds for termination of the Contract. This provision shall not be construed to prohibit employment of persons with whom Contractor's officers, employees, or agents have family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.

B.42 Former County Administrative Officials

Contractor agrees to provide, or has already provided information on former San Bernardino County administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Contractor. For purposes of this provision, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Executive Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

B.43 Disclosure of Criminal and Civil Procedures

The County reserves the right to request the information described herein from the Contractor. Failure to provide the information may result in a termination of the Contract. The Contractor also may be requested to provide information to clarify initial responses. Negative information discovered may result in Contract termination. Contractor is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the Contractor will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail. In addition, the Contractor is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the Contractor will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail. For purposes of this provision "key employees" includes any individuals providing direct service to the County. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

B.44 RESERVED

B.45 RESERVED

B.46 Iran Contracting Act

IRAN CONTRACTING ACT OF 2010, Public Contract Code sections 2200 et seq. (Applicable for all Contracts of one million dollars (\$1,000,000) or more). In accordance with Public Contract Code section 2204(a), the Contractor certifies that at the time the Contract is signed, the Contractor signing the Contract is not identified on a list created pursuant to subdivision (b) of Public Contract Code section 2203 as a person (as defined in Public Contract Code section 2202(e)) engaging in investment activities in Iran described in subdivision (a) of Public Contract Code section 2202.5, or as a person described in subdivision (b) of Public Contract Code section 2202.5, as applicable. Contractors are cautioned that making a false certification may subject the Contractor to civil penalties, termination of existing contract, and ineligibility to bid on a contract for a period of three (3) years in accordance with Public Contract Code section 2205.

B.47 RESERVED

B.48 California Consumer Privacy Act

To the extent applicable, if Contractor is a business that collects the personal information of a consumer(s) in performing Services pursuant to this Contract, Contractor must comply with the provisions of the California Consumer Privacy Act (CCPA). (Cal. Civil Code §§1798.100, et seq.). For purposes of this provision, "business,"

“consumer,” and “personal information” shall have the same meanings as set forth at Civil Code section 1798.140. Contractor must contact the County immediately upon receipt of any request by a consumer submitted pursuant to the CCPA that requires any action on the part of the County, including but not limited to, providing a list of disclosures or deleting personal information. Contractor must not sell, market or otherwise disclose personal information of a consumer provided by the County unless specifically authorized pursuant to terms of this Contract. Contractor must immediately provide to the County any notice provided by a consumer to Contractor pursuant to Civil Code section 1798.150(b) alleging a violation of the CCPA, that involves personal information received or maintained pursuant to this Contract. Contractor must immediately notify the County if it receives a notice of violation from the California Attorney General pursuant to Civil Code section 1798.155(b).

B.49 Executive Order N-6-22 Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>), as well as any sanctions imposed under state law (<https://www.dgs.ca.gov/OLS/Ukraine-Russia>). The EO directs state agencies and their contractors (including by agreement or receipt of a grant) to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should it be determined that Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. Contractor shall be provided advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the County.

B.50 Reserved.

C. TERM OF CONTRACT

C.1 This Contract is effective as of July 01, 2025 and expires June 30, 2030 but may be terminated earlier in accordance with provisions of this Contract.

C.2 Subject to Section D below, 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 (except that County’s failure to cure an outstanding payment shall have a thirty (30) day cure period); (b) if the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors; or (c) upon thirty (30) days for Customer’s failure to make payments within the payment deadline outlined in this Contract. Upon any termination for cause by County, Contractor shall refund County any prepaid fees for Service(s) for the remainder of the user subscription term after the date of termination. Termination shall not relieve County of the obligation to pay any fees accrued or payable to Contractor prior to the effective date of termination.

D. FISCAL PROVISIONS

D.1 The maximum amount of payment under this Contract shall not exceed \$2,820,401.57, of which \$2,820,401.57 may be federally funded, and shall be subject to availability of other funds to the County. The consideration to be paid to Contractor, as provided herein, shall be in full payment for all Contractor’s services and expenses incurred in the performance hereof, including travel and per diem.

Notwithstanding the foregoing, Contractor shall have the right at all times to review and audit the number of Users for the Software and to bill County for any Users in excess of that number of properly subscribed and/or licensed and paid Users under all SOW’s and subscriptions.

Except as otherwise provided: (a) fees are based on the Service(s) and the number of User subscriptions purchased in the relevant SOW, not the extent of actual usage; (b) fees are non-refundable except as explicitly set forth in this Agreement; (c) the number of User subscriptions purchased cannot be decreased during the relevant subscription term stated on the SOW; and (d) except as otherwise set forth in an SOW, User logins and accounts are for named Users (a specific individual) and cannot be shared or used by more than one User. Fees for the Service(s) will be invoiced in advance and otherwise in accordance with the terms set forth in the relevant SOW. 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.

- D.2** Invoices shall be issued with a net forty-five (45) day payment term with corresponding Purchase Order number stated on the invoices.
- D.3** Contractor shall accept all payments from County via electronic funds transfer (EFT) directly deposited into the Contractor's designated checking or other bank account. Contractor shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.
- D.4** County is exempt from Federal excise taxes and no payment shall be made for any personal property taxes levied on Contractor or on any taxes levied on employee wages. The County shall only pay for any State or local sales or use taxes on the services rendered or equipment and/or parts supplied to the County pursuant to the Contract.
- D.5** Costs for services under the terms of this Contract shall be incurred during the contract period except as approved by County. Contractor shall not use current year funds to pay prior or future year obligations.

Funds made available under this Contract shall not supplant any federal, state or any governmental funds intended for services of the same nature as this Contract. Contractor shall not claim reimbursement or payment from County for, or apply sums received from County with respect to that portion of its obligations that have been paid by another source of revenue. Contractor agrees that it will not use funds received pursuant to this Contract, either directly or indirectly, as a contribution or compensation for purposes of obtaining funds from another revenue source without prior written approval of the County.

- D.6** Contractor shall adhere to the County's Travel Management Policy (8-02 and 08-02SP1) when travel is pursuant to this Contract and for which reimbursement is sought from the County. In addition, Contractor is encouraged to utilize local transportation services, including but not limited to, the Ontario International Airport.

E. INDEMNIFICATION AND INSURANCE REQUIREMENTS

E.1 Indemnification

Contractor will indemnify, defend, and hold harmless County and its officers, employees, agents and volunteers, from any and all third party claims, costs (including without limitation reasonable attorneys' fees), and losses for infringement of any United States patent, copyright, trademark or trade secret (Intellectual Property Rights) by any goods or services. If a credible claim is made or threatened, including without limitation the filing of a lawsuit against County, or County receives a demand or notice claiming actual or potential infringement or misappropriation of any Intellectual Property Rights, County will use reasonable efforts to notify Contractor promptly of such lawsuit, claim or election. However, County's failure to provide or delay in providing such notice will relieve Contractor of its obligations only if and to the extent that such delay or failure materially prejudices Consultant's ability to defend such lawsuit or claim. County will give Contractor sole control of the defense (with counsel reasonably acceptable to County) and settlement of such claim; provided that Contractor may not settle the claim or suit absent the written consent of County unless such settlement (a) includes a release of all claims pending against County, (b) contains no admission of liability or wrongdoing by County, and (c) imposes no obligations upon County other than an obligation to stop using the goods or services that are the subject of the claim. In the event that Contractor fails to or elects not to defend County against any claim for which County is entitled to indemnity by Contractor, then Contractor shall reimburse County for all reasonable attorneys' fees and expenses within thirty (30) days from date of invoice or debit memo from County. After thirty (30) days, County will be entitled to deduct any unpaid invoice or debit memo amount from any amounts owed by County to Contractor. This shall not apply to any judgment or settlement amount, which amounts County shall be entitled to notify, invoice or debit Contractor's account at any time; and County, at its sole discretion, may settle the claim or suit.

If, in Contractor's opinion, any goods or services become, or are likely to become, the subject of a claim of infringement of Intellectual Property Rights, Contractor may, at its option: (i) procure for County the right to continue using the goods or receiving the services; (ii) replace or modify the goods or services to be non-infringing, without incurring a material diminution in performance or function; or (iii) if neither of the foregoing is feasible, in the reasonable judgment of Contractor, County shall cease use of the goods or services upon written notice from Contractor, and Contractor shall provide County with a pro-rata refund of the unearned fees paid by County to Contractor for such goods or services.

E.2 Additional Insured

All policies, except for Cyber, Worker's Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall

allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

E.3 Waiver of Subrogation Rights

The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the County.

E.4 Policies Primary and Non-Contributory

All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

E.5 Severability of Interests

The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the County or between the County and any other insured or additional insured under the policy.

E.6 Proof of Coverage

The Contractor shall furnish Certificates of Insurance to the County Department administering the Contract evidencing the insurance coverage at the time the Contract is executed, additional endorsements, as required shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, the Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

E.7 Acceptability of Insurance Carrier

Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII".

E.8 Deductibles and Self-Insured Retention

Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.

E.9 Failure to Procure Coverage

In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Contractor or County payments to the Contractor will be reduced to pay for County purchased insurance.

E.10 Insurance Review

Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk. Any change requiring additional types of insurance coverage limits must be agreed upon by both parties and made by amendment to this contract. Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.

E.11 Types and Limits

The Contractor agrees to provide insurance set forth in accordance with the requirements herein. If the Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified

requirements, the Contractor agrees to amend, supplement or endorse the existing coverage to do so. Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

E.11.1 Commercial/General Liability Insurance – The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:

- a. Premises operations and mobile equipment.
- b. Products and completed operations.
- c. Broad form property damage (including completed operations).
- d. Explosion, collapse and underground hazards.
- e. Personal injury.
- f. Contractual liability.
- g. \$2,000,000 general aggregate limit.

E.11.2 Workers' Compensation/Employer's Liability – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of the Contractor and all risks to such persons under this contract. If Contractor has no employees, it may certify or warrant to the County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Director of Risk Management.

E.11.3 Cyber Liability Insurance - Cyber Liability Insurance with limits of no less than \$1,000,000 for each occurrence or event with an annual aggregate of \$2,000,000 covering privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. The policy shall protect the involved County entities and cover breach response cost as well as regulatory fines and penalties.

E.11.4 Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

F. RIGHT TO MONITOR AND AUDIT

F.1 The County, State and Federal government shall have absolute right to review and audit all financial records and books related solely to this Agreement. Contractor shall give full cooperation (with appropriate prior reasonable notice provided to Contractor in advance), in any auditing conducted. Contractor shall cooperate with relevant and reasonable reporting requirements established by the County.

F.2 All records pertaining to services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by County representatives for a period of three years after final payment under this Contract or until all pending County, State and Federal audits are completed, whichever is later.

G. TERMINATION

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 (except that Customer's failure to cure an outstanding payment shall have a thirty (30) day cure period); (b) if the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors; or (c) upon thirty (30) days for County's failure to make payments within the payment deadline outlined in Section D (Fiscal Provisions) above. Upon any termination for cause by County, Contractor shall refund County any prepaid fees for Service(s) for the remainder of the User subscription term after the date of termination. Termination shall not relieve County of the obligation to pay any fees accrued or payable to HealthStream prior to the effective date of termination.

H. NOTICES

All written notices provided for in this Contract or which either party desires to give to the other shall be deemed fully given, when made in writing and either served personally, nationally recognized overnight courier, or deposited in the

United States mail, postage prepaid, and addressed to the other party as follows:

San Bernardino County
Arrowhead Regional Medical Center
400 N Pepper Street
Colton, CA 92324

HealthStream, Inc
500 11th Avenue North Suite 850
Nashville, TN 37203

Notice shall be deemed communicated two (2) County working days from the time of mailing if mailed as provided in this paragraph.

I. ENTIRE AGREEMENT

This Contract, including all Exhibits and other attachments, which are attached hereto and incorporated by reference, and other documents incorporated herein, represents the final, complete and exclusive agreement between the parties hereto. Any prior agreement, promises, negotiations or representations relating to the subject matter of this Contract not expressly set forth herein are of no force or effect. This Contract is executed without reliance upon any promise, warranty or representation by any party or any representative of any party other than those expressly contained herein. Each party has carefully read this Contract and signs the same of its own free will.

K. ELECTRONIC SIGNATURES

This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by PDF or other mail transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the San Bernardino County and the Contractor have each caused this Contract to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY

► *Dawn Rowe*
Dawn Rowe, Chair, Board of Supervisors

Dated: JUN 18 2025
SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

By *Lynna Mone*
Lynna Mone, Clerk of the Board of Supervisors
of San Bernardino County



HealthStream, Inc.

(Print or type name of corporation, company, contractor, etc.)

Signed by:
By ► *Sneha Oakley*
1687 (Authorized signature - sign in blue ink)

Name Sneha Oakley
(Print or type name of person signing contract)

Title General Counsel
(Print or Type)

Dated: 05/28/2025

Address 500 11th Ave. North, Suite 850

Nashville, TN 37203

FOR COUNTY USE ONLY

Approved as to Legal Form

► *Bonnie Uphold*
Bonnie Uphold, Supervising Deputy County Counsel

Date 6/5/2025

Reviewed for Contract Compliance

►

Date

Reviewed/Approved by Department

► *Andrew Goldfrach*
Andrew Goldfrach, ARMC Chief Executive Officer

Date 6/5/25



Contract Number

SAP Number

ATTACHMENT A

RESERVED

(Intentionally left Blank)

EXHIBIT A-1
PRICE LIST

(Intentionally left Blank)



Contract Number

SAP Number

**ATTACHMENT B
SOFTWARE LICENSE**

This Software License is attached to, forms a part of and supplements the General Terms only with respect to Software.

A. DEFINITIONS

Capitalized terms used herein have the same meaning as in the General Terms. In addition, the following capitalized terms shall have the following meaning:

- A.1** "Documentation": Users' guides, manuals and other printed materials necessary or useful to County for its use and maintenance of the Software or customarily provided with the Software.
- A.2** "Licensor": Contractor, as defined in the General Terms or the individual or entity that is the owner of the rights to the Software.
- A.3** Intentionally omitted.
- A.4** Software is as defined in the General Terms.
- A.5** Intentionally omitted.

B. COMMERCIAL SOFTWARE

B.1 License

Licensor hereby grants to County and County accepts from Licensor, a non-exclusive, non-transferable limited right to use the Software in the quantities and at the prices indicated in Exhibit B-1. Software shall be licensed pursuant to the licenses customarily provided by Licensor to the public attached hereto as Exhibit B-2 and hereby incorporated herein. Licensor shall not be required to furnish technical information related to Software or Documentation that is not customarily provided to the public. County shall have only the rights specified in the license under which the Software or Documentation was obtained. To the extent that Licensor's license terms provided in Exhibit B-2 conflict with the terms of this Attachment B, the terms of this Attachment B control.

B.2 Protection of Proprietary Information

County agrees to take reasonable steps to insure that Licensor's proprietary data is not disclosed to others, without prior written consent of the Licensor, subject to compliance with the California Public Records Act. County will take reasonable precautions to insure that any licensed materials contained on any media have been erased or rendered unusable prior to disposal. County shall not reverse engineer, decompile, recompile, update or modify all or any party of the Software.

B.3 RESERVED

B.4 Future Releases

If Licensor develops and makes available to other licensees improved versions (e.g., patches, bug fixes, updates or releases) of any Software, they will be made available to County under the same terms, conditions and prices as they are made available to other licensees. If the Licensor offers new versions or upgrades to the Software, they shall be offered to County at a price no greater than that offered to other licensees.

B.5 RESERVED

C. RESERVED

D. WARRANTY

D.1 Performance Warranty

County will accept Licensor's standard performance warranty for Software that Licensor customarily provides to all customers to the extent that the terms of the warranty do not conflict with any term of this Contract, and provided that Licensor warrants that the Software will: (i) perform in accordance with its license and accompanying documentation; (ii) be free, at the time of delivery, of harmful code (i.e. computer viruses, worms, trap doors, time bombs, disabling code, or any similar malicious mechanism designed to interfere with the intended operation of, or cause damage to, computers, data, or Software); and (iii) does not infringe or violate any U.S. Intellectual Property Right.

D.2 DISCLAIMER OF WARRANTIES

THE FOREGOING EXPRESS WRITTEN WARRANTIES BETWEEN THE PARTIES ARE EXCLUSIVE AND ARE IN LIEU OF ANY OTHER WARRANTIES OR REMEDIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Where Licensor resells Commercial Software it purchased from a third party, Licensor, to the extent it is legally able to do so, will pass through any third party warranties to County and will reasonably cooperate in enforcing them. Such warranty pass-through will not relieve Licensor from Licensor's warranty obligations

D.3 Remedies for Breach of Warranty

Except as may be specifically provided elsewhere in this Contract, for any breach of the warranties provided in this Section, County's remedy and Licensor's sole obligation will be limited to:

D.3.1 re-perform, repair, or replace the nonconforming Software; or

D.3.2 refund all pre-paid amounts paid by County from the effective date of termination.

E. RESERVED

F. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW NEITHER PARTY SHALL BE LIABLE FOR INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA OR PRIVACY, LOSS OF INCOME, LOSS OF OPPORTUNITY OR PROFITS, OR COSTS OF RECOVERY, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, REGARDLESS OF WHETHER A PARTY WAS APPRISED OF THE POTENTIAL FOR SUCH DAMAGES. , IN NO EVENT WILL A PARTY'S LIABILITY FOR DIRECT DAMAGES UNDER THIS AGREEMENT, EXCEED THE GREATER OF \$2,000,000 OR THE AMOUNT PAID BY COUNTY UNDER THE CONTRACT.

[END OF SOFTWARE LICENSE]

EXHIBIT B-1
SOFTWARE QUANTITIES AND PRICES (Statement of Work)

Order Number ORD-0811520
P.O. Number
Tax Exempt? No

Customer Information **Name** Arrowhead Regional Medical Center
Address 400 N Pepper Ave
Colton, CA 92324-1801

Primary Contact **Name** Sarah Cairney
Email cairneys@armc.sbcounty.gov
Phone 9096583164

Billing Contact **Name** Sarah Cairney
Email cairneys@armc.sbcounty.gov
Phone 9096583164

HealthStream Information **Name** HealthStream, Inc.
Address 500 11th Avenue North
Suite 850
Nashville, TN 37203

HealthStream Contact **Name** Aby Carroll
Email aby.carroll@healthstream.com
Phone

ORDER DETAILS – The pricing set forth in this Statement of Work, including any applicable discounts, shall expire if this Statement of Work is not approved by the Customer's Board of Supervisors on or before June 26, 2025. Proof of such approval will be furnished to HealthStream which shall consist of photographic evidence of the Board of Supervisors approval; written minutes of the Board of Supervisors meeting which includes approval as of June 26, 2025. The parties agree that approval by the Board of Supervisors shall be deemed execution of this Agreement.

Product, Software, or Service	Billing Frequency	Quantity	Term (Months)	Year 1 Unit Price	Year 1 Total	Year 2 Total	Year 3 Total	Year 4 Total	Year 5 Total
Dynamic Health Skills & Decision Support	Annually	460	Term to commence: July 1, 2025	\$203.00	\$93,380.00	\$96,650.60	\$100,031.60	\$103,532.20	\$107,157.00
HealthStream ComplyQ	Annually	6100		\$11.14	\$67,954.00	\$70,333.00	\$72,773.00	\$75,335.00	\$77,958.00
hStream for Learning	Annually	6100		\$5.32	\$32,452.00	\$33,611.00	\$34,770.00	\$35,990.00	\$37,210.00
HealthStream SafetyQ	Annually	6100		\$7.60	\$46,360.00	\$48,007.00	\$49,654.00	\$51,423.00	\$53,192.00
HealthStream Learning Center (HLC)	Annually	6100		\$6.46	\$39,406.00	\$40,809.00	\$42,212.00	\$43,676.00	\$45,201.00
Competency Suite Professional	Annually	1825		\$68.10	\$124,282.50	\$127,604.00	\$131,035.00	\$134,612.00	\$138,280.25
Nurse Residency Toolkit	Annually	100		\$441.43	\$44,143.00	\$45,688.00	\$47,287.00	\$48,943.00	\$50,655.00
HealthStream Video Basic	Annually	6100		\$3.42	\$20,862.00	\$20,862.00	\$20,862.00	\$20,862.00	\$20,862.00
Health Equity and Belonging	Annually	6100	Term to commence: August 1, 2025	\$10.10	\$61,610.00	\$63,745.00	\$66,002.00	\$68,320.00	\$64,807.42
Annual Total:					\$530,449.50	\$547,309.60	\$564,626.60	\$582,693.20	\$595,322.67
				Total Order Value: \$2,820,401.57					

EXHIBIT B-2 **Product Terms**

EBSCO Dynamic Health Skills and Clinical Decision Support

The Minimum Browser Requirements for EBSCO interfaces are as follows:

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

*JavaScript and cookies need to be enabled

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

There are a number methods for authentication that an institution can be chose from:

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

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

Training

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

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

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

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

HealthStream ComplyQ

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

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

hStream for Learning

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

SafetyQ by HealthStream

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. This courseware 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 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

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.

COMPETENCY SUITE PROFESSIONAL:

Competency Suite Professional includes these features/components: Personalized Assignment Workflows, Knowledge Assessments, Personalized Competency Scorecard, Personalized Recommendations and Development Paths, an 1800+ course Interdisciplinary CE Library, AI Critical Thinking Assessments, Skills Self-Evaluations, Integration with the HealthStream Learning Center and hStream platform, checklist/competency/skills-content-authoring with evaluator workflows and pre-built libraries of checklists, User access to their CE transcripts, and courseware, tools, and templates to support the delivery of a blended preceptor program and evaluating preceptor competencies.

A 5 Mbps internet connection (download speed) at a minimum is required to utilize this product.

To qualify to for purchasing Competency Suite Professional, Customers must commit to buy and annually maintain a minimum subscription quantity at least equal to their nursing staff during the Term (the "Minimum Quantity"). If the Minimum Quantity increases by more than 5%, Customer will be required to adjust their ordered Quantity.

Product utilization is metered by the number of unique Users who use content and features of Competency Suite Professional, and who have an active status upon the annual anniversary date of Activation, allowing for reappropriation of subscriptions belonging to Users who turn over during the year during the Term.

Should the Customer's unique active User count exceed the Quantity in a given year during the Term, HealthStream may invoice the Customer for at the current year's pricing for any overages.

HealthStream retains the right to replace or remove individual courses offered as part of the Competency Suite Professional in order to maintain the highest quality content libraries, in its sole discretion.

Nurse Residency Toolkit

The Nurse Residency Toolkit is a bundle of resources to support a Nurse Residency solution. The Nurse Residency Toolkit includes:

- Various Assessments: Nurse Confidence Survey, Course Evaluations, Behavioral Assessment
- Access to the Nurse Residency Community of Practice
- A Private Residency Community for your Organization
- Checklist Management and 112 Pre-Built Checklists
- eLearning Courseware
- Video-based Clinical Judgment Series
- Cohort Insights Dashboard

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

EXHIBIT B-3
STATEMENT OF WORK
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Contract Number

SAP Number

ATTACHMENT C

RESERVED



Contract Number

SAP Number

ATTACHMENT D
CLOUD SERVICES TERMS AND CONDITIONS

These Cloud Services Terms and Conditions are attached to, form a part of, and supplement the General Terms only with respect to cloud services.

A. DEFINITIONS

Capitalized terms used herein have the same meaning as ascribed in the General Terms. In addition, the following capitalized terms shall have the meaning ascribed herein:

- A.1** "CISO": County Chief Information Security Officer or other County-designated officer responsible for cyber-infrastructure security.
- A.2** "Cloud Service": Generally, SaaS, PaaS, and/or IaaS depending on what Service Provider is offering under this Contract.
- A.3** "CSP": Cloud Service Provider is the contracted derivative or direct provider of Cloud Services.
- A.4** "CONUS": Continental United States
- A.5** "County Data": Any information, formulae, algorithms, or other content that County, County's employees, agents and end users upload, create or modify using the SaaS pursuant to this Contract and as defined above, the County Data. County Data also includes user identification information, personally identifiable information, and metadata which may contain County Data or from which County Data may be ascertainable.
- A.6** "Data Breach": Any verified access, destruction, loss, theft, use, modification or disclosure of County Data by an unauthorized party or that is in violation of Contract terms and/or applicable state or federal law.
- A.7** "IaaS" (Infrastructure as a Service): Service Provider provides the underlying cloud infrastructure for processing, storage, networks, and other fundamental computing resources that the County does not manage or control, but the County has control over operating systems; storage, deployed applications, and possibly limited control of select networking components (e.g., host firewalls).
- A.8** "PaaS" (Platform as a Service): Applications running on a cloud infrastructure managed or controlled by the Service Provider that are client-created or acquired using programming languages and tools supported by the Service Provider, but deployed onto the cloud infrastructure and controlled by client.
- A.9** "Recovery Point Objective (RPO)": The point in time at which County Data can be recovered and/or systems restored when service is restored after an interruption. The Recovery Point Objective is expressed as a length of time between the interruption and the most proximate backup of County Data immediately preceding the interruption. The RPO is detailed in the SLA.
- A.10** "Recovery Time Objective (RTO)": The period of time within which information technology services, systems, applications and functions must be recovered following an unplanned interruption. The RTO is detailed in the SLA.
- A.11** "SaaS" (Software as a Service): Applications running on a cloud infrastructure managed or controlled by

the Service Provider including data centers, network, servers, operating systems, or storage, that are accessed by client devices through a thin client interface such as a web browser.

A.12 "SLA": Service Level Agreement which is attached hereto as Exhibit D-1 and hereby incorporated herein.

A.13 "Service Provider": Contractor, as defined in the General Terms or the individual or entity that is the owner of the rights to the Software.

B. CLOUD SERVICE AVAILABILITY

Contractor shall use commercially reasonable efforts to make the Cloud Service shall be available twenty-four (24) hours per day, 365/366 days per year. If Cloud Service monthly availability averages less than 99% (excluding standard maintenance downtime). If Cloud Service monthly availability averages less than 99% (excluding standard maintenance downtime), for three (3) or more months in a rolling twelve-month period, County may terminate the contract for material breach. Service Provider shall provide advance written notice to County of any major upgrades or changes that will affect the Cloud Service availability. This remedy shall be the sole and exclusive remedy for this Section B herein.

C. DATA AVAILABILITY

County Data shall be available twenty-four (24) hours per day, 365/366 days per year. If County Data monthly availability averages less than 99. % (excluding standard maintenance downtime), County shall be entitled to recover damages, apply credits or use other contractual remedies as set forth in the SLA if County is unable to access County Data as a result of: (i) acts or omission of Service Provider; (ii) acts or omissions of third parties working on behalf of Service Provider; (iii) network compromise, network intrusion, hacks, introduction of viruses, disabling devices, malware and other forms of attack that can disrupt access to Service Provider's server, to the extent such attack would have been prevented by Service Provider taking reasonable industry standard precautions; (iv) power outages or other telecommunications or Internet failures, to the extent such outages were within Service Provider's direct or express control. If County Data monthly availability averages less than 99. % (excluding standard maintenance downtime), for three (3) or more months in a rolling twelve-month period, County may terminate the contract for material breach in accordance with the Termination for Default provision in the General Provisions – Information Technology. This remedy shall be the sole and exclusive remedy for this Section C herein.

D. SaaS and SECURITY

D.1 Certification

Service Provider shall certify:

A.1.1 the sufficiency of its security standards, tools, technologies and procedures in providing SaaS under this Contract, and, if requested by County, provide a copy of its Statement on Standards for Attestation Engagements (SSAE) 18 Service Organization Control (SOC) 2 Type II audit results related to its data center;

A.1.2 its compliance with the California Information Practices Act (Civil Code Sections 1798 et seq.);

A.1.3 its compliance with privacy provisions of the Federal Privacy Act of 1974; and

A.1.4 its compliance with applicable industry standards and guidelines, including but not limited to relevant security provisions of the Payment Card Industry (PCI) Data Security Standard (PCIDSS) including the PCI/DSS Cloud Computing Guidelines.

D.2 Safeguards

Service Provider shall implement and maintain all appropriate administrative, physical, technical and procedural safeguards in accordance with section D.1.a above at all times during the term of this Contract to secure County Data from Data Breach, protect County Data and the SaaS from hacks, introduction of viruses, disabling devices, malware and other forms of malicious or inadvertent acts that can disrupt and/or compromise County's access to County Data.

D.3 High-Availability and Redundancy

Service Provider shall have a high-availability and a redundant environment, where the minimum requirements are:

D.3.1 Power and/or generators shall be 2N

D.3.2 UPS power shall be 2N

D.3.3 Redundant servers shall be N+1

D.3.4 Data center shall be Tier-2

D.3.5 Data center cooling shall be 2N

D.3.6 All UPS's and Generators must be tested and inspected on a quarterly basis. Copies of inspection and testing results must be provided upon demand to the County. Inspection and testing records must be retained for a minimum of 3 years.

D.3.7 Data center cooling must have preventative maintenance performed quarterly. Copies of preventative maintenance records must be provided upon demand to the County. Preventative maintenance records must be retained for a minimum of 3 years.

D.4 Physical

Service Provider shall have a reasonable physical security environment, where the minimum requirements are:

D.4.1 Physical access to facility, data center(s), and/or server room(s) is restricted using an access control system that utilizes iCLASS SE or multiclass SE readers.

D.4.2 Access control system must be capable of restricting access by time of day and groups

D.4.3 Access control system must be auditable providing customize reports on demand for inspection by the County

D.4.4 Access control system components and batteries must be inspected annually.

D.4.5 Access control system batteries must be replaced every 3 years or when they fail

D.4.6 Vendor must be able retain access control history for a minimum of 3 years or as required by law

D.4.7 Alerts are generated when physical security has been breached by the access control system or intrusion detection system

D.4.8 Intrusion detection systems must be monitored by a third party UL central station

D.4.9 Intrusion detection systems must be inspected and tested quarterly with signals sent to the central station. Testing reports must be retained for 3 years and provided on demand by the County.

D.4.10 Intrusion detection batteries must be inspected annually and replaced every 3 years or when they fail.

D.4.11 Facility, data center(s), and server room(s) have an appropriate Video Surveillance System in-place for surveillance.

D.4.12 Video surveillance system must have the capability to interface with the access control system and intrusion detection system

D.4.13 Video surveillance system must be inspected quarterly to make sure cameras are recording and video is being archived

D.4.14 Video surveillance system must archive video as per California Government Sections § 26202.6, § 34090.6 and § 53160

D.4.15 All access control systems, intrusion detection systems and video surveillance systems must be on the facilities emergency power system and protected by UPS.

D.4.16 Data center have protections in-place that minimize environmental issues such as temperature, fire, smoke, water, dust, electrical supply interference, and electromagnetic radiation.

D.4.17 A chemical fire suppression system installed in the data center as per NFPA 2001.

D.4.18 The chemical fire suppression system must be inspected semiannually as per NFPA 2001 §8.3

D.4.19 Smoke detectors under the raised floors.

D.4.20 Water detection system under the raised floors and above the ceiling.

D.4.21 Facility must be protected 100% by an automatic fire sprinkler system with the data center being protected with an automatic pre-action fire sprinkler system.

D.4.22 Facility automatic fire alarm system must be tested and inspected as per NFPA 25

D.5 Verification

Service Provider shall provide a Statement on Standards for Attestation Engagements 16 (SSAE16) Service Organization Controls Report (SOC) 1 and SOC 2 Type I and Type II Reports of its data centers upon written request.

D.6 Security

Service Provider assumes responsibility for the security and confidentiality, integrity, and availability of County Data under its control. No County Data shall be copied, modified, destroyed or deleted by Service Provider other than for normal operation or maintenance of SaaS during the Contract period without prior written notice to and written approval by CISO. When data is destroyed or disposed, it shall be in accordance with the National Institute of Standards of Technology (NIST) Special Publication 800-88 published by the U.S. Department of Commerce. The incorporation of the Defense of Department (DoD) standard 5220.2-M wipe method shall be used when using data destruction programs, file shredders, etc. In either case, a written confirmation of this process is required to the County CISO within three (3) days of the destroyed/disposed data.

E. ENCRYPTION

In order to provide reasonable security to County Data, cloud service datacenters should encrypt all County Data while in route to and from the Service Provider (in motion) using secure transfer methods (e.g., Secure Sockets Layer, Transport Layer Security), and while stored in the datacenter (at rest)

E.1 Data In Motion

All transmitted County Data require encryption in accordance with:

E.1.1 NIST Special Publication 800-52 Guidelines for the Selection and Use of Transport Layer Security Implementations; and

E.1.2 NIST Special Publication 800-57 Recommendation for Key Management - Part 3: Application-Specific

E.1.3 Key Management Guidance; and

E.1.4 Secure Sockets Layer (SSL) is minimally required with minimum cipher strength of 128-bit.

E.2 Data At Rest

All County Data at rest require encryption in accordance with:

E.2.1 Federal Information Processing Standard Publication (FIPS) 140-2; and

E.2.2 National Institute of Standards and Technology (NIST) Special Publication 800-57 Recommendation for Key Management - Part 1: General (Revision 3); and

E.2.3 NIST Special Publication 800-57 Recommendation for Key Management - Part 2: Best Practices for

E.2.4 Key Management Organization; and

E.2.5 NIST Special Publication 800-111 Guide to Storage Encryption Technologies for End User Devices.

E.2.6 Advanced Encryption Standard (AES) with cipher strength of 256-bit is minimally required.

F. DATA LOCATION

Unless otherwise stated in the Statement of Work and approved in advance by the CISO, the physical location

of Service Provider's data center where County Data is stored shall be within the CONUS, and County Data shall not be transmitted, processed or stored outside of CONUS

G. RIGHTS TO DATA

The parties agree that as between them, all rights, including all intellectual property rights, in and to County Data shall remain the exclusive property of County, and Service Provider has a limited, non-exclusive license to access and use County Data as provided to Service Provider solely for performing its obligations under the Contract. Nothing herein shall be construed to confer any license or right to County Data, including user tracking and exception County Data within the system, by implication, estoppel or otherwise, under copyright or other intellectual property rights, to any third party. Unauthorized use of County Data by Service Provider or third parties is prohibited. For the purposes of this requirement, the phrase "unauthorized use" means the data mining or processing of data, stored or transmitted by the service, for unrelated commercial purposes, advertising or advertising-related purposes, or for any other purpose other than security or service delivery analysis that is not explicitly authorized or as otherwise set forth in this Agreement.

H. RESERVED

I. DATA BREACH

I.1 Notification

Upon discovery or reasonable belief of any Data Breach, Service Provider shall notify the CISO by the fastest means available and in writing to the County Notices contact within seventy-two (72) hours after Service Provider verifies believes a Data Breach has occurred. At a minimum, the notification shall include:

The Contractor Info Sec Team will complete an SIR (Security Incident Response) document that outlines the information below:

- Initial Notification with date and time
- Investigation outline
- Systems impacted
- Data Impacted (type and amount)
- Was data exfil (moved externally) from Contractor systems
- Containment procedures (take system offline, isolate into enclave)
- Threat Hunting Forensics results
- Recovery procedures

All of the above is given time stamps with dates and times.

I.2 Investigation

Service Provider shall conduct an investigation of the Data Breach and shall share the report of the investigation with the CISO. If required by law, County and/or its authorized agents shall have the right to lead or participate in the investigation, in its sole discretion. Service Provider shall cooperate fully with County, its agents and law enforcement.

J. DISASTER RECOVERY AND BUSINESS CONTINUITY

J.1 Notification

J.2 In the event of disaster or catastrophic failure that results in significant loss of County Data or access to County Data, Service Provider shall notify County by the fastest means available and in writing, with additional notification provided to the CISO. Service Provider shall provide such notification within seventy two (72) hours after Service Provider verifies there has been such a disaster or catastrophic failure. In the notification, Contactor shall inform County as set forth in the SIR. **Restore and Repair Service**
Service Provider shall:

J.2.1 restore continuity of SaaS,

J.2.2 restore County Data in accordance with the RPO and RTO as set forth in the SLA,

J.2.3 restore accessibility of County Data, and

J.2.4 repair SaaS as needed to meet the performance requirements stated in the SLA.

J.3 Investigation and Audit

Service Provider shall conduct an investigation of the disaster or catastrophic failure in accordance with applicable federal and state law.

[END OF CLOUD SERVICES TERMS]

EXHIBIT D-1
SERVICE LEVEL AGREEMENT

System Availability. For each calendar month during the Term, the availability percentage of the Platform shall be at a level equal to at least ninety-nine percent (99%), measured across all calendar days of the month (the "Availability Percentage"); provided, however, that each of (i) scheduled downtime; and (ii) internet connectivity-related interruptions outside of HealthStream's control shall be excluded from the calculation of the Availability Percentage. For purposes of this SLA, "Platform" shall mean hStream.

[END OF CLOUD SERVICES TERMS]

ATTACHMENT E
BUSINESS ASSOCIATE AGREEMENT

RESERVED
