THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY

SAN BERNARDINO COUNTY

Contract Number

20-143 A-2

SAP Number
4400014032

Arrowhead Regional Medical Center

Department Contract Representative	William L. Gilbert
Telephone Number	(909) 580-6150
Contractor	Healthstream, Inc.
Contractor Representative	Aby Carroll
Telephone Number	(615) 587-4960
Contract Term	April 1, 2020 through June 30, 2025
Original Contract Amount	$2,367,928
Amendment Amount	$0
Total Contract Amount	$2,367,928
Cost Center	8210

AMENDMENT NO. 2

San Bernardino County on behalf of Arrowhead Regional Medical Center and Healthstream, Inc. agree to amend the terms of the Master Services Agreement entered into by the parties on April 1, 2020 ("Agreement"), as follows, effective as of the date this Amendment No. 2 ("Amendment") is fully executed:

1. Amend the Agreement to add the Order Form, attached hereto for the product, "hStream Federated Access Management (SSO)", which is executed under the terms and conditions of the Agreement, as attached hereto as Attachment B, and incorporated herein.

2. Healthstream, Inc. has disclosed to the County using Attachment A – Campaign Contribution Disclosure Senate Bill 1439, attached hereto, whether it has made any campaign contributions of more than $250 to any member of the County Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, Auditor-Controller/Treasurer/Tax Collector and the District Attorney] within the 12 months before the date this Amendment was approved by the Board of Supervisors. Healthstream, Inc. acknowledges that under Government Code section 84308, Healthstream, Inc. is prohibited from making campaign contributions of more than $250 to any member of the Board of Supervisors or other County elected officer for 12 months after the County's consideration of this Amendment.

3. **Full Force and Effect.** All other terms and conditions of the Agreement shall remain in full force and effect.

4. **Counterparts.** This Amendment 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 Amendment. The parties shall be entitled to sign and transmit an electronic signature of this Amendment (whether by facsimile, PDF or other email 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 Amendment upon request.

SAN BERNARDINO County

►

Dawn Rowe, Chair, Board of Supervisors

Dated: _____

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County

By _____
Deputy

Healthstream, Inc.

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

By ► _____
(Authorized signature – sign in blue ink)

Name _____
(Print or type name of person signing contract)

Title _____
(Print or Type)

Dated: _____

Address _____

_____

FOR County USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
►	►	►
Bonnie Uphold, Supervising Deputy County Counsel		
Date _____	Date _____	Date _____

ATTACHMENT A
Campaign Contribution Disclosure
(SB 1439)

DEFINITIONS

Actively supporting the matter: (a) Communicate directly with a member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, District Attorney, Auditor-Controller/Treasurer/Tax Collector] for the purpose of influencing the decision on the matter; or (b) testifies or makes an oral statement before the County in a proceeding on the matter for the purpose of influencing the County's decision on the matter; or (c) communicates with County employees, for the purpose of influencing the County's decision on the matter; or (d) when the person/company's agent lobbies in person, testifies in person or otherwise communicates with the Board or County employees for purposes of influencing the County's decision in a matter.

Agent: A third-party individual or firm who, for compensation, is representing a party or a participant in the matter submitted to the Board of Supervisors. If an agent is an employee or member of a third-party law, architectural, engineering or consulting firm, or a similar entity, both the entity and the individual are considered agents.

Otherwise related entity: An otherwise related entity is any for-profit organization/company which does not have a parent-subsidiary relationship but meets one of the following criteria:

(1) One business entity has a controlling ownership interest in the other business entity;
(2) there is shared management and control between the entities; or
(3) a controlling owner (50% or greater interest as a shareholder or as a general partner) in one entity also is a controlling owner in the other entity.

For purposes of (2), "shared management and control" can be found when the same person or substantially the same persons own and manage the two entities; there are common or commingled funds or assets; the business entities share the use of the same offices or employees, or otherwise share activities, resources or personnel on a regular basis; or there is otherwise a regular and close working relationship between the entities.

Parent-Subsidiary Relationship: A parent-subsidiary relationship exists when one corporation has more than 50 percent of the voting power of another corporation.

Contractors must respond to the questions on the following page. If a question does not apply respond N/A or Not Applicable.

1. Name of Contractor: Healthstream, Inc.

2. Name of Principal (i.e., CEO/President) of Contractor, if the individual actively supports the matter and has a financial interest in the decision:

N/A

3. Name of agent of Contractor:

Company Name	Agent(s)
N/A	

4. Name of any known lobbyist(s) who actively supports or opposes this matter:

Company Name	Contact
N/A	

5. Name of Subcontractor(s) (including Principal and Agent(s)) that will be providing services/work under the awarded contract if the subcontractor (1) actively supports the matter and (2) has a financial interest in the decision and (3) will be possibly identified in the contract with the County or board governed special district.

Company Name	Subcontractor(s):	Principal and//or Agent(s):
N/A		

6. Is the entity listed in Question No.1 a nonprofit organization under Internal Revenue Code section 501(c)(3)?

Yes ☐ No X X

7. Name of any known individuals/companies who are not listed in Questions 1-5, but who may (1) actively support or oppose the matter submitted to the Board and (2) have a financial interest in the outcome of the decision:

Company Name	Individual(s) Name
N/A	

8. Was a campaign contribution, of more than $250, made to any member of the San Bernardino County Board of Supervisors or other County elected officer on or after January 1, 2023, by any of the individuals or entities listed in Question Nos. 1-7?

   No XX If **no**, please skip Question No. 9.

   Yes ☐ If **yes**, please continue to complete this form.

9. Name of Board of Supervisor Member or other County elected officer:_____

   Name of Contributor: _____

   Date(s) of Contribution(s): _____

   Amount(s): _____

   Please add an additional sheet(s) to identify additional Board Members/County elected officer to whom anyone listed made campaign contributions.

By signing the Contract, Contractor certifies that the statements made herein are true and correct. Contractor understands that the individuals and entities listed in Question Nos. 1-7 are prohibited from making campaign contributions of more than $250 to any member of the Board of Supervisors or other County elected officer while award of this Contract is being considered and for 12 months after a final decision by the County.

Submitted Date	February 7, 2024	
Order Number	ORD-0787160	
P.O. Number		
Tax Exempt?	No	
Customer Information	**Name**	San Bernardino County on behalf of Arrowhead Regional Medical Center
	Address	400 N Pepper Ave Colton, CA 92324-1801
Primary Contact	**Name**	Sarah Cairney
	Email	cairneys@armc.sbcounty.gov
	Phone	(909) 580-1385
Billing Contact	**Name**	Sarah Cairney
	Email	cairneys@armc.sbcounty.gov
	Phone	(909) 580-1385
HealthStream Information	**Name**	HealthStream, Inc.
	Address	500 11th Avenue North Suite 1000 Nashville, TN 37203
HealthStream Contact	**Name**	Jeff Hackbart
	Email	jeff.hackbart@healthstream.com
	Phone	

ORDER DETAILS – The pricing set forth in this Order Form, including any applicable discounts, shall expire if this Order Form is not signed and returned to HealthStream on or before 5:00PM Central Time on April 1, 2024.

Billing Frequency: UpFront.

Product, Software, or Service	Quantity	Unit Price	Term (Months)	Total
hStream Federated Access Management (SSO)	1	$0.00	1	$0.00
			Subtotal:	**$0.00**

Grand Total: $0.00

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

Product, Software, or Service Specific Terms
NONE

Additional Terms and Conditions

1. For applicable credentialing products/subscriptions only:

   a. "Quantity" refers to the number of Providers (as defined herein) being monitored via the respective products/subscription in the Order Details above. "Provider(s)" means individuals, employees, consultants, contractors, clients or agents who are designated by Customer to be verified or a unique provider with an "active" record status in any of Customer's facilities. Providers shall be considered a User per the terms of the MSA (as defined herein). The number of administrative end-users available to Customer ("Administrators") is unlimited. The use of the Software by Users and Administrators is governed by the terms of the MSA.

   b. Fair Credit Reporting Act (FCRA): To the extent the FCRA applies as related to applicable credentialing products/subscriptions, Customer hereby authorizes HealthStream to act as its authorized representative to independently verify all information regarding a User's credentials and qualifications from original sources, designated equivalent sources when a primary source designates another organization as its agent or from entities that maintain specific credentials information identical to the information of the primary source and to provide such information to the Customer on the User's behalf. Customer will have the sole responsibility for making determinations as to whether the User will be granted membership and/or privileges with the Customer. The Customer has the responsibility to review User Credentialing Information and to immediately report to HealthStream any non-compliant verifications.

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

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

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

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

This Order Form, including all attachments and exhibits hereto, and the use of the Service(s) ordered shall be governed in all cases by the Master Services Agreement (the "Agreement" or "MSA") between Customer and HealthStream, Inc., as amended. **Effective September 1, 2023, VerityStream, Inc. merged with HealthStream, Inc. If applicable, any reference to VerityStream, Inc. or VerityStream herein or in the MSA shall mean HealthStream, Inc.**

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