

Participation Agreement

This PARTICIPATION AGREEMENT (the "Agreement") is made on this ____ day of _____, 2012, ("Effective Date"), between HEALTHSTREAM, INC., a Tennessee corporation having its principal offices at 209 10th Ave. South, Suite 450, Nashville, TN 37203 ("HealthStream") and **Chabot College** located at 25555 Hesperian Boulevard, Hayward, CA 94545. ("Participant").

"Participant:" shall mean authorized users of the Services that may require user registration and authentication in compliance with terms of the Services from multiple California Nursing Schools

HealthStream, by its acceptance agrees to offer to Participant's health professions/ occupations students ("Students"), the courses ("Selected Courseware") listed in Exhibit A, through the HealthStream Express™ platform, based on the following Terms and Conditions.

Participant, by its acceptance, agrees to provide to the designated HealthStream Account Manager, by no later than July 31 of each year, via email only, its projected number of Students who will enroll in the Selected Courseware for the ensuing school year. Participant agrees to acknowledge and communicate to its Students that they are required to self-register on the HealthStream Express platform initially, and that they are required to enroll in all of the Selected Courseware annually.

School Year: August 1, 2012– July 31, 2013

Course Enrollment: a Student enrolling in a course listed in Exhibit A

Projected Minimum Course Enrollments, 2012 and 2013 school years **by all participants** in the California Nursing consortium: 3,600 Course Enrollments, those Projected Minimum Course Enrollments corresponding to three (3) Course Enrollments per Student by 1,200 Students

Course Fees, 2012-2013 school year: \$3.50 per Course Enrollment

Fulfilled Course Enrollments: the total number of Course Enrollments by all Participants' Students, recorded by HealthStream, no earlier than at midnight on March 1, and reported by HealthStream via email to Participants no later than five (5) business days thereafter

Course Fees, subsequent school years:

Annual Minimum Number of Students – among all Participants	Projected Minimum Course Enrollments – among all Participants	Course Fees per Course Enrollment
1,000	3,000	\$3.50
3,000	9,000	\$3.25
4,000	12,000	\$3.00
5,000	15,000	\$2.75

A. If the total number of Students projected by all Participants for the ensuing school year reaches or surpasses one of the established Annual Minimum Number of Students (see chart above); and if the most recent Fulfilled Course Enrollments equals or surpasses that school year's Projected Minimum Course Enrollments, the Course Fees for the ensuing school year shall be reduced to the corresponding rate in the chart above, effective August 15.

B. If the Fulfilled Course Enrollments for any school year does not equal or surpass that school year's Projected Minimum Course Enrollments: (A) the Course Fees for the ensuing school year shall either remain at its current rate or be raised, effective August 15, to the rate corresponding to the projected Annual Minimum Number of Students for the ensuing school year, whichever

rate is higher; and, (B) HealthStream may, at its discretion, divulge to any and all Participants which of the Participant(s) did not at least meet its/their projected Course Enrollments.

C. If the Fulfilled Course Enrollments for any school year does not equal at least 3,000, HealthStream reserves the sole right to terminate the Agreement for any and all Participants, no earlier than 30 days after HealthStream provides notice to the Participants. For at least one year after the date of termination, enrolled Students would continue to have access to courses not yet completed and to their transcript records of completed courses.

D. If Participant does not provide to the designated HealthStream Account Manager, by no later than July 31 of each year, via email only, its projected number of Students for the ensuing school year, HealthStream will subtract Participant's most recent projected or fulfilled enrollments, whichever is higher, from the ensuing school year's number of Projected Minimum Course Enrollments for all Participants.

Term of Agreement: Five (5) years from the Effective Date. This Agreement automatically renews for consecutive one (1) year periods unless notice is provided by either party at least 30 days prior to the end of the Term.

Payment Terms: Course Fees shall be paid by Students to HealthStream via accepted credit cards over secure connection in HealthStream Express, in order for the Students to access the Selected Courseware.

In the event Participant fails to meet any of the above conditions, HealthStream may terminate this Agreement with Participant.

Each of the parties hereto shall be solely liable for actively negligent or wrongful acts or omissions of its representatives and employees occurring in the performance of this Agreement, and if either party becomes liable for damages caused by its representatives and employees, it shall pay such damages without contribution by the other party. Each party hereto agrees to indemnify, defend, and save harmless the other party, its officers, agents, and employees from any and all claims and losses proximately caused by the party's active negligent or wrongful acts or omissions.

Participant shall supply information for one (1) of up to two (2) HealthStream Express System Administrators:

Administrator Name: _____

Administrator Email: _____

Administrator Phone: _____

HealthStream-provided Services:

A. Initialization Services. HealthStream shall set up one (1) unique pathway to HealthStream Express to be accessed and shared by all Participants.

B. Student Services. HealthStream will maintain Participant access to the HealthStream Express platform on the World Wide Web so that Participant's Students may (1) go to the Participants' shared HealthStream Express pathway and select their Participant from a drop-down list; (2) self-register; (3) login to their secure account with their username and password; (4) select, enroll in and pay for, and take the Selected Courseware; and (5) access their own personal information and other data submitted and generated by them under this Agreement, including their educational transcript.

C. Implementation and Training Services. Once HealthStream performs implementation by adding Participant to the self-registration drop-down list, HealthStream shall send an email to the Client's designated Administrator with an Administrator URL, Student URL and utilization

instructions. Online training tutorial for Participants' Administrators is included at no additional charge. The online training tutorial will provide the detailed instructions on utilization. In the event that the online training tutorial is not available, HealthStream shall provide a live online training session annually, based on Participant's Effective Date, to up to two (2) system Administrators at no additional charge. Live online training sessions shall be performed in group format at times and dates set by HealthStream.

D. Administrator Services. HealthStream will provide access to management services that provide up to two (2) Participant-designated system Administrators with access to reports that document the enrollment in and completion of Selected Courseware by Students.

E. Support Services. HealthStream shall provide to Participant, and not to Students, access to HealthStream's support personnel via e-mail and telephone to obtain answers to questions regarding the routine provision of Student Services and Administrator Services. Support Services shall be available to the Participant through up to two (2) local system Administrators utilizing the Services, from 7:00 AM to 7:00 PM Central Time, Monday through Friday, except for normal holidays.

Participant by its signature acknowledges that it has read this Agreement and all exhibits and attachments, understands its terms and contents and that it constitutes the entire agreement, understanding and representation, express or implied, between Participant and HealthStream with respect to the HealthStream Courseware and Services (as defined herein) to be furnished herein and that this Agreement supersedes all prior communications between the parties including all oral or written proposals. This Agreement may be modified or amended only by a written instrument signed by duly authorized representatives of Participant and HealthStream.

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

Participant:

HealthStream, Inc.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

After signing as required immediately above, and having supplied the date and required Participant information on the first page, submit completed Agreements via email or fax directly to:

HealthStream, Inc.
Attn. Cambrey Little
615.301.3210direct
615.301.3485 fax
cambrey.little@healthstream.com

Exhibit A

Selected Courseware

- Rapid Regulatory Compliance: Clinical I
 - Compliance
 - Ethics
 - Sexual Harassment
 - Patient Rights
 - Informed Consent
 - Advance Directives
 - EMTALA
 - Grievances
 - Developmentally Appropriate Care
 - Cultural Competence
 - Patient Restraint and Seclusion
 - Patient Abuse / Assault / Neglect

- Rapid Regulatory Compliance: Clinical II
 - General Safety
 - Fire Safety
 - Electrical Safety
 - Back Safety
 - Radiation Safety
 - MRI Safety
 - Ergonomics
 - Lifting & Transferring Patients
 - Preventing Slips, Trips, & Falls
 - Latex Allergy
 - Hazard Communication
 - Workplace Violence
 - Emergency Preparedness
 - Infection Control: HAI
 - Hand Hygiene
 - Standard Precautions: Blood-borne Pathogens
 - Transmission-Based Precautions: Airborne, Contact, & Droplet
 - Personal Protective Equipment

- Hazard Communication