



Brownsville Independent School District

Agenda Category: General Function
Contracts/MOU Board of Education Meeting: 11/02/2026

Item Title: Agreement between Brownsville ISD
and Health Stream for Health Science
Clinical Onboarding X Action
Information
Discussion

BACKGROUND:

The Career and Technical Education (CTE) Department is requesting approval to enter into an agreement with HealthStream, Inc. for the onboarding of clinical rotation students at Valley Baptist Medical Center. HealthStream is a third-party vendor that provides an online platform enabling Health Science teachers and students to upload and share all preclinical, orientation and on-boarding requirements with Valley Baptist Medical Center, enabling Valley Baptist Medical Center to manage the entire clinical orientation process from the HealthStream, Inc. online platform, my Clinical Exchange. The onboarding process is a requirement to provide Health Science students with clinical learning experiences at Valley Baptist Medical Center. This Agreement shall remain in effect until the expiration of the affiliation agreement with Valley Baptist Medical Center and shall continue from year to year unless one party shall give the other 45 days prior written notice of intention to terminate.

FISCAL IMPLICATIONS:

CTE Categorical Funding not to exceed \$5,000.00

RECOMMENDATION:

Recommend approval to enter into an Agreement between HealthStream, Inc. and Brownsville ISD for the onboarding of clinical rotation students at Valley Baptist Medical Center. CTE Categorical Funding not to exceed \$5,000.00.

Approved for Submission to Board of Education:

Adrian Dorsett
Submitted by: Principal/Program Director

Dr. Norma Ibarra-Cantu
Recommended by: Executive Director

Miguel Salinas
Reviewed by: Staff Attorney
Dr. Alma Cardenas-Rubio

Dr. Timothy E. Cuff
Dr. Timothy E. Cuff, Superintendent

Approved by: Assistant Superintendent

When Necessary, Additional Background May Follow This.

Clinical Placement Order



Effective Date October 5, 2026
Order Number ORD-0854583
P.O. Number
Tax Exempt? No

Customer Information **Name** Brownsville Independent School District
Address 1900 E Price Rd
Brownsville, TX 78521

Primary Contact **Name** Joseph Menard
Email jjmenard@bisd.us
Phone 956-698-2408

Billing Contact **Name** Hilda Alvear
Email halvear@bisd.us
Phone 956-698-8311

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

ORDER DETAILS – The pricing set forth in this Agreement, including any applicable discounts, shall expire if this Agreement is not signed and returned to HealthStream on or before 5:00PM Central Time on November 19, 2026.

Billing Frequency: Quarterly				
Product, Software, or Service	Quantity	Unit Price	Term (Months)	Total
myClinicalExchange (Enterprise - Academic Instructor)	1	\$0.00	12	\$0.00
myClinicalExchange B2B Higher Ed	1	\$0.00	12	\$0.00
- mCE - B2B Higher Ed	1	\$0.00	12	\$0.00
- mCE - New Program B2B Higher Ed	1	\$0.00	12	\$0.00
Subtotal:				\$0.00

Grand Total: \$0.00

This Order Form, along with the attached Part A – Product Descriptions and Part B – Terms and Conditions (collectively, the "Agreement"), is entered into and effective as of the Effective Date by and between HealthStream, Inc., a Tennessee corporation, having its principal place of business at 500 11th Avenue North, Suite 850, Nashville, Tennessee 37203 ("HealthStream") and Brownsville Independent School District, located at 1900 E Price Rd Brownsville, TX 78521 ("Customer").

PART A **PRODUCT DESCRIPTION**

Product Specific Terms

my Clinical Exchange (Enterprise – Academic Instructor)

mCE assists facilitators with the process of launching, educating, and management of students' and instructors' compliance throughout the clinical placement process.

mCE product features include:

- Using a single platform to manage multiple programs and placements
- Web-based training for healthcare organizations and academic institutions included at no additional cost
- Tracking of all placement requests in real-time
- Availability to view and approve placement requests
- The ability to differentiate preceptorships, internships, cohorts, volunteers, etc.

- The ability to customize online orientation and testing process
- The ability to customize assessments/surveys
- The ability to customize rotational compliance checklist by Program, Department, Unit, etc.
- Management of students' and instructors' compliance status (checklist, documents, orientation, etc.)
- Receipt of contextual email alerts

myClinicalExchange recommends the following IT specifications:

- Laptops, Desktops preferably with Windows/Mac
- Edge, Chrome, Firefox and Safari. The best user experience is in Google Chrome
- Internet connection with minimum bandwidth of 1 Mbps and above

Billing

- Subscription rates for Instructors shall be: \$21.50 per year

Billing by HealthStream will be issued quarterly based on monthly usage at the rates set forth above.

Notwithstanding the provisions set forth in the MSA (as defined herein), the Quantity set forth in the Order Details above reflects total number of "Programs" being managed on the Customer's behalf on an annual basis. A "Program" shall mean a category of education and training that is offered at the clinical site managed by the MyClinicalExchange Product.

ADDITIONAL TERMS AND CONDITIONS RELATED TO THE mCE PRODUCT

The subscription for this Product commences as of the date of Activation and continues until the later of (x) sixty (60) days following the date in which Customer no longer provides student rosters to HealthStream or (y) no services are being provided by HealthStream to Customer. Notwithstanding anything to the contrary, HealthStream reserves the right to increase the fees due under this Order Form effective as of January 1st of each calendar year. Upon the publishing of a fee increase by HealthStream, Customer shall have the right to terminate this Order Form without penalty, within ninety (90) days of the publishing of the price increase by HealthStream.

myClinicalExchange (Enterprise)

myClinicalExchange assists facilitators with the process of launching, educating, and management of students and instructors throughout the clinical placement process.

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- Using a single platform to manage multiple programs and placements
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myClinicalExchange recommends the following IT specifications:

- Laptops, Desktops preferably with Windows/Mac
- Edge, Chrome, Firefox and Safari. The best user experience is in Google Chrome
- Internet connection with minimum bandwidth of 1 Mbps and above

Billing

Subscription rates for Users/Instructors are as follows:

- User: \$39.50 per year or \$20.00 for a six month term
- Academic Instructor: \$21.50 per year

Billing by HealthStream will be issued quarterly based on monthly usage at the rates set forth above.

ADDITIONAL TERMS AND CONDITIONS RELATED TO THE mCE PRODUCT

The subscription for this Product commences as of the date of Activation and continues until the later of (x) sixty (60) days following the date in which Customer no longer provides student rosters

to HealthStream or (y) no services are being provided by HealthStream to Customer. Notwithstanding anything to the contrary, HealthStream reserves the right to increase the fees due under this Order Form effective as of January 1st of each calendar year. Upon the publishing of a fee increase by HealthStream, Customer shall have the right to terminate this Order Form without penalty, within ninety (90) days of the publishing of the price increase by HealthStream.

Facilities & Programs

Programs:

1 Program:

BISD Health Science Clinical Program

PART B **TERMS AND CONDITIONS**

Section 1 – Definitions

1.1 “Online Service(s)” or “Services” means the Products set forth herein and provided by HealthStream to Customer.

1.2 “Users” those who are authorized by Customer to use the Online Service(s) and have been supplied user identifications and passwords by Customer (or by HealthStream at Customer’s request).

Section 2 – Responsibilities

2.1 HealthStream Responsibilities. Subject to the terms of this Agreement, HealthStream shall provide the Online Services described in Part A. HealthStream shall use commercially reasonable efforts to make the Online Service(s) generally available 24 hours a day, 7 days a week, except for: (i) planned downtime; or (ii) any unavailability caused by circumstances beyond HealthStream’s reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving HealthStream employees), computer, telecommunications, Internet service provider or hosting facility failures or delays involving hardware, software or power systems not within HealthStream’s possession or reasonable control, and network intrusions or denial of service attacks.

2.2 Customer Responsibilities. Customer is responsible for all activities that occur under Customer’s User accounts. Customer shall: (a) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data; (b) use commercially reasonable efforts to prevent unauthorized access to, or use of, the Service(s), and notify HealthStream promptly of any unauthorized use; (c) use the Services for its internal business purposes only; and (d) comply with all applicable local, state, federal, and foreign laws in using the Service(s) and, if using the Service(s) outside of the United States, not use the Service(s) in a manner that would violate any federal or state laws of the United States if conducted in the United States. Customer is solely responsible for providing support to Users. HealthStream shall provide remote technical assistance solely to Customer’s designated representative.

Section 3 – Intellectual Property and Data

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

3.2 Restrictions. Customer shall not (a) modify, copy or create derivative works based on the Service(s) or HealthStream IP; (b) create Internet “links” to or from the Service(s), or “frame” or “mirror” any content forming part of the Service(s), other than on Customer’s own intranet; or (c) disassemble, reverse engineer, or decompile the Service(s) or HealthStream IP, or access it in order to build a similar or competitive product or service or copy any ideas, features, functions or graphics of the Service(s). The HealthStream IP is covered by intellectual property rights owned or licensed by HealthStream. For purposes of this Agreement, “HealthStream IP” means (a) the HealthStream name, the HealthStream logo, the HealthStream domain name, the product and service names associated with the Service(s), and other trademarks and service marks; (b) certain audio and visual information, documents, software and other works of authorship; (c)

certain processes including, but not limited to, HealthStream's databases, questionnaires, market research procedures, tabulation procedures, creative processes, statistical methods, and production methods; and (d) other technology, software, hardware, products, processes, algorithms, user interfaces, know-how and other trade secrets, techniques, designs, inventions and other tangible or intangible technical material or information.

3.3 Customer Data. As between HealthStream and Customer, all data obtained by HealthStream from Customer through the provision of the Service(s) (collectively, the "Customer Data") is owned exclusively by Customer. Customer grants HealthStream an unrestricted, royalty-free, irrevocable license to maintain and distribute de-identified aggregated compilations of the Customer Data ("Aggregated Data") and to use such Aggregated Data for future studies and reports; provided, however, that the Aggregated Data will not reveal any personal information or the identity of Customer or any User. HealthStream may distribute certain Customer Data to licensing and accreditation organizations for the benefit of Users. HealthStream will release the minimum data required to adequately credit Users for educational activities completed. If and to the extent any Personal Information (as defined in the HealthStream Privacy Statement available at <https://www.healthstream.com/privacy>) is included in Customer Data, the Parties agree to the terms and conditions of the HealthStream Data Processing Addendum available at www.healthstream.com/dpa, are incorporated into this Agreement by this reference.

3.4 Definition of Confidential Information. As used in this Agreement, and, subject to any public records laws applicable to Customer, "Confidential Information" means all confidential and proprietary information of a party ("Disclosing Party") disclosed to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure including, without limitation, this Agreement, the Customer Data, the Online Service(s), and HealthStream's business and marketing plans, technology and technical information, product designs, and business processes. Confidential Information (except for Customer Data) shall not include any information that: (a) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (c) was independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party; or (d) is received from a third party without breach of any obligation owed to the Disclosing Party.

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

Section 4 – Warranties and Limitation of Liability

4.1 General. Each party represents and warrants that it has the legal power to enter into this Agreement. HealthStream represents and warrants that (i) it will provide the Service(s) in a manner consistent with general industry standards reasonably applicable to the provision of the Service; and (ii) it owns or otherwise has sufficient rights to the Service(s) and the HealthStream IP to grant the rights and licenses granted in this Agreement. Customer agrees that its purchase of the Service(s) is not contingent upon the delivery of any future functionality or features nor is it dependent upon any oral or written public comments made by HealthStream with respect to future functionality or features.

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

HealthStream®

Section 5 – Term and Termination

5.2 Termination. A party may terminate this Agreement for cause: (a) upon forty-five (45) days written notice of a material breach to the other party if the breach remains uncured at the expiration of the thirty-day cure period; or (b) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. Termination shall not relieve Customer of the obligation to pay any fees accrued or payable to HealthStream prior to the effective date of termination.

6.1 Payments. HealthStream shall invoice Customer per the Order Details or Product Description(s) above and all invoices shall be due and owed when they are received. For invoices that are greater than thirty days past due, HealthStream reserves the right to suspend services.

6.3 Notices. Notices under this Agreement shall be sent overnight delivery via nationally recognized courier shall be deemed delivered upon receipt as confirmed by delivery confirmation. Notices to HealthStream shall be addressed to the attention of its Legal Department.

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

6.5 Surviving Provisions. The following provisions shall survive any termination or expiration of this Agreement: 3 (excluding Section 3.1), 4, and 6.

6.6 Jury Trial Waiver. Each party waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this Agreement.

HealthStream Inc.

Brownsville Independent School District

By: Jacob Farr

By: _____

Print Name: **Jacob Farr**

Print Name: Dr. Timothy E. Cuff

Print Title: Counsel

Print Title: Superintendent of Schools,
Brownsville Independent School District

Date: 10/05/2026

Date: _____