

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C. 20549**

**FORM 8-K**

**CURRENT REPORT**

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): March 13, 2026

**HealthStream, Inc.**

(Exact name of Registrant as Specified in Its Charter)

Tennessee  
(State or Other Jurisdiction  
of Incorporation)

000-27701  
(Commission File Number)

62-1443555  
(IRS Employer  
Identification No.)

500 11th Avenue North, Suite 850,  
Nashville, Tennessee  
(Address of Principal Executive Offices)

37203  
(Zip Code)

Registrant's Telephone Number, Including Area Code: 615-301-3100

Not Applicable  
(Former Name or Former Address, if Changed Since Last Report)

Securities registered pursuant to Section 12(b) of the Act:

<u>Title of each Class</u>	<u>Trading Symbol(s)</u>	<u>Name of each exchange on which registered</u>
Common Stock (Par Value \$0.00)	HSTM	Nasdaq Global Select Market

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instructions A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§ 230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§ 240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

### Item 1.01 Entry into a Material Definitive Agreement.

On March 13, 2026, HealthStream, Inc., a Tennessee corporation (the “Company”), and Truist Bank, a North Carolina banking corporation (“Truist”), entered into that certain First Amendment to Amended and Restated Revolving Credit Agreement (the “Amendment”), amending the Amended and Restated Revolving Credit Agreement, dated as of October 6, 2023, by and among the Company, the lenders from time to time party thereto, and Truist, as administrative agent, issuing bank and swingline lender (the “Revolving Credit Agreement”). The Amendment makes certain revisions to the restricted payments provision in Section 7.5 of the Revolving Credit Agreement, including to (i) permit restricted payments by the Company (including dividends and share repurchases), which, after giving effect thereto, do not increase the Company’s pro forma leverage ratio (as provided in the Revolving Credit Agreement) above 1.50:1.00, provided that no default or event of default under the Revolving Credit Agreement shall have occurred or be continuing at such time, and (ii) permit additional restricted payments by the Company (including dividends and share repurchases) in an aggregate amount not exceeding \$50,000,000, provided that no default or event of default under the Revolving Credit Agreement shall have occurred or be continuing at such time. Prior to giving effect to the Amendment, restricted payments by the Company were permitted under Section 7.5(c) of the Revolving Credit Agreement if the Company’s pro forma leverage ratio was 1.50:1.00 or less and certain other conditions were met, provided that the aggregate amount of such restricted payments under this provision was previously limited to \$50,000,000.

The foregoing summary of the Amendment does not purport to be complete and is subject to, and qualified in its entirety by, the full text of the Amendment, a copy of which is attached hereto as [Exhibit10.1](#) and incorporated herein by reference.

### Item 8.01 Other Events.

On March 13, 2026, the Company issued a press release announcing that the Board of Directors approved a new share repurchase program for the Company authorizing the repurchase of up to \$10,000,000 of the Company’s outstanding common stock, no par value. The share repurchase program will terminate on the earlier of September 12, 2026 or when the maximum dollar amount has been expended.

A copy of the press release announcing the share repurchase program is filed as Exhibit 99.1 to this Current Report on Form 8-K and is incorporated herein by reference.

### Item 9.01 Financial Statements and Exhibits.

(d) [Exhibits](#).

<u>Exhibit Number</u>	<u>Description</u>
10.1*	<a href="#">First Amendment to Amended and Restated Revolving Credit Agreement, dated March 13, 2026 by and between HealthStream, Inc. and Truist Bank</a>
99.1*	<a href="#">Press release dated March 13, 2026</a>
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

\* Furnished herewith.

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**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

**HealthStream, Inc.**

Date: March 13, 2026

By: \_\_\_\_\_ /s/ Scott A. Roberts  
**Scott A. Roberts**  
**Chief Financial Officer and Senior Vice President**

**FIRST AMENDMENT TO AMENDED AND RESTATED REVOLVING CREDIT AGREEMENT**

THIS FIRST AMENDMENT TO AMENDED AND RESTATED REVOLVING CREDIT AGREEMENT (the "Amendment") is entered into by and between **HEALTHSTREAM, INC.**, a Tennessee corporation (the "Borrower"), and **TRUIST BANK**, a North Carolina banking corporation, in its capacity as Administrative Agent, as the Issuing Bank, as the Swingline Lender, and as a Lender (the "Administrative Agent"), dated this 13<sup>th</sup> day of March, 2026.

**RECITALS:**

A. Borrower, and Truist Bank in its capacities as the Administrative Agent, the Issuing Bank, the Swingline Lender, and as a Lender, previously entered into that certain Amended and Restated Revolving Credit Agreement dated October 6, 2023 (the "Credit Agreement"). Capitalized terms used in this Amendment but not otherwise defined in this Amendment shall have the meanings set forth in the Credit Agreement.

B. Borrower has requested that Administrative Agent modify certain terms pertaining to the indebtedness underlying the Credit Agreement.

C. The Administrative Agent is willing to enter into the requested modifications, on the terms set forth herein.

**NOW, THEREFORE**, in consideration of the premises and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Borrower and the Administrative Agent agree as follows:

1. Section 7.5 of the Credit Agreement is hereby amended and restated to provide as follows:

**Section 7.5. Restricted Payments.** The Borrower will not, and will not permit any of its Subsidiaries to, declare or make, or agree to pay or make, directly or indirectly, any Restricted Payment, except:

(a) dividends payable by the Borrower solely in interests of any class of its common equity;

(b) Restricted Payments made by any Subsidiary to the Borrower or to another Subsidiary, on at least a *pro rata* basis with any other shareholders if such Subsidiary is not wholly owned by the Borrower and other wholly owned Subsidiaries of the Borrower;

(c) Restricted Payments, which, after giving effect thereto, do not increase the Borrower's pro forma Leverage Ratio above 1.50:1.00, provided no Default or Event of Default shall have occurred and be continuing at the time such Restricted Payment is paid or would occur as a result of such payment;

(d) any stock repurchases made by Borrower pursuant to the share repurchase program of Borrower disclosed on September 13, 2023, authorizing the repurchase of up to \$10,000,000.00 of Borrower's common stock (as such program may be amended or extended from time to time), but only to the extent that stock repurchases under such program do not exceed \$10,000,000.00;

(e) Restricted Payments disclosed on Schedule II hereto; and

(f) other Restricted Payments in an aggregate amount not exceeding \$50,000,000.00, provided no Default or Event of Default shall have occurred and be continuing at the time such Restricted Payment is paid or would occur as the result of such payment;

2. A new Schedule II is hereby added to the Credit Agreement, as set forth in the exhibit attached hereto.

3. The Credit Agreement is not amended in any other respect.

4. Nothing contained herein shall be construed as a waiver or release of any term or obligation of Borrower or any other party under the Credit Agreement.

5. This Amendment is intended to be performed in accordance with and to the extent permitted by all applicable laws, ordinances, rules and regulations. If any provision of this Amendment, or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Amendment and the application of such provision to other persons or circumstances, shall not be affected thereby but rather shall be enforced to the fullest extent permitted by law. This Amendment may be executed in more than one counterpart, all of which, taken together, shall constitute one and the same instrument. The executed Amendment may be sent via e-mail, via PDF or via facsimile. Facsimile or electronic signatures shall be deemed valid and binding to the same extent as an original signature.

6. The Borrower reaffirms all of its obligations under the Credit Agreement, as amended hereby, and under all of the other Loan Documents. The Borrower agrees that its obligations thereunder are its true and lawful obligations, enforceable in accordance with their terms, subject to no defense, counterclaim, or objection.

[Remainder of page left blank. Signature pages follow.]

ENTERED INTO as of the date first above written.

**HEALTHSTREAM, INC.**, a Tennessee

corporation

Roberts

By: /s/ Scott A.

Name: Scott A. Roberts

Title: Chief

Financial Officer

and

Senior Vice President

STATE OF TENNESSEE        )  
  )  
COUNTY OF RUTHERFORD    )

Before me, Mariah Ferguson, a Notary Public of said County and State, personally appeared **SCOTT A. ROBERTS**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be Chief Financial Officer and Senior Vice President (or other officer authorized to execute the instrument) of HEALTHSTREAM, INC., a Tennessee corporation, the within named bargainer, a corporation, and that he as such Chief Financial Officer and Senior Vice President executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Chief Financial Officer and Senior Vice President.

Witness my hand and official seal, at Office in Murfreesboro, Tennessee, this 13th day of March, 2026.

/s/ Mariah Ferguson

Notary Public

My Commission expires: March 18, 2028



[SIGNATURE PAGE TO FIRST AMENDMENT TO AMENDED AND RESTATED REVOLVING CREDIT AGREEMENT]

**TRUIST BANK**, successor by merger to  
SunTrust Bank, as the Administrative Agent, as the Issuing Bank, Swingline Lender, and as a Lender

By: /s/ Tim Conway

Name: Tim Conway

Title: Vice President

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**SCHEDULE II**

**Existing Restricted Payments**

<b>PAYEE</b>	<b>DATE</b>	<b>AMOUNT</b>	<b>DESCRIPTION</b>
Common stock cash dividend	Dec-23	\$757,350	Quarterly cash dividend
Common stock cash dividend	Mar-24	\$848,832	Quarterly cash dividend
Common stock cash dividend	May-24	\$851,141	Quarterly cash dividend
Common stock cash dividend	Aug-24	\$851,427	Quarterly cash dividend
Common stock cash dividend	Nov-24	\$851,928	Quarterly cash dividend
Common stock cash dividend	Mar-25	\$944,078	Quarterly cash dividend
Common stock cash dividend	May-25	\$946,283	Quarterly cash dividend
Share repurchases	May-25	\$11,094,372	Publicly announced share repurchase program
Share repurchases	Jun-25	\$7,013,708	Publicly announced share repurchase program
Share repurchases	Jul-25	\$6,891,813	Publicly announced share repurchase program
Common stock cash dividend	Aug-25	\$918,877	Quarterly cash dividend
Common stock cash dividend	Nov-25	\$919,712	Quarterly cash dividend
Share repurchases	Nov-25	\$2,499,964	Publicly announced share repurchase program
Share repurchases	Dec-25	\$2,499,961	Publicly announced share repurchase program
Share repurchases	Jan-26	\$4,999,897	Publicly announced share repurchase program



P R E S S R E L E A S E

***For Immediate Release:*****Contact:**

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Communications  
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**HealthStream Announces Share Repurchase Program**

**NASHVILLE, Tennessee (March 13, 2026)** – HealthStream (Nasdaq: HSTM), a leading healthcare technology platform company for clinical workforce solutions, today announced that its Board of Directors has approved a new share repurchase program for the Company’s common stock, under which the Company may repurchase up to \$10 million of outstanding shares of common stock.

Pursuant to the authorization, repurchases may be made from time to time in the open market, including under Rule 10b5-1 plans, through privately negotiated transactions, or otherwise. In addition, any repurchases under the authorization will be subject to prevailing market conditions, liquidity and cash flow considerations, applicable securities laws requirements (including under Rule 10b-18 and Rule 10b5-1 of the Securities Exchange Act of 1934, as applicable), and other factors. The share repurchase program will terminate on the earlier of September 12, 2026 or when the maximum dollar amount has been expended. The share repurchase program does not require the Company to acquire any amount of shares and may be suspended, modified, or discontinued at any time.

**About HealthStream**

HealthStream (Nasdaq: HSTM) is the healthcare industry’s largest ecosystem of platform-delivered clinical workforce solutions that empowers healthcare professionals to do what they do best: deliver excellence in patient care. For more information, visit <http://www.healthstream.com> or call 615-301-3100.

*This press release contains forward-looking statements that involve risks and uncertainties regarding HealthStream. This information has been included in reliance on the “safe harbor” provisions of the Private Securities Litigation Reform Act of 1995. The Company cautions that forward-looking statements involve known and unknown risks, uncertainties, and other factors that may cause actual results or events to be materially different from results or events implied by forward-looking statements, including as a result of the risks disclosed in the Company’s Annual Report on Form 10-K for the year ended December 31, 2025, filed on February 27, 2026, and in the Company’s other filings with the Securities and Exchange Commission from time to time. Many of the factors that will impact future results or events are beyond the ability of the Company to control or predict. Readers should not place undue reliance on forward-looking statements, which reflect management’s views only as of the date hereof. The Company undertakes no obligation to update or revise any such forward-looking statements.*

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