

**SIXTH AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
NEXTGEN HEALTHCARE, INC.**

THIS AMENDMENT TO THE AGREEMENT, entered into this _____, 2024, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and NEXTGEN HEALTHCARE, INC., hereinafter called "Contractor";

WITNESSETH:

WHEREAS, the parties entered into an Agreement for the purpose of providing healthcare data interoperability consulting and technology services on March 28, 2017 for the term of March 28, 2017 through June 30, 2025, in the amount not to exceed \$4,267,282; and

WHEREAS, the parties have entered into five previous amendments and wish to enter into a sixth amendment to the Agreement to increase the County's total fiscal obligation by \$854,428 to an amount not to exceed \$5,121,710.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. The fifth sentences of Section 3, Payments of the Agreement is amended to read as follows.

In no event shall County's total fiscal obligation under this agreement exceed FIVE MILLION ONE HUNDRED TWENTY-ONE THOUSAND SEVEN HUNDRED TEN DOLLARS (\$5,121,710).

2. Supplemental Order Form PG-2024-289957, (rev. 4/4/2024), a copy of which is attached hereto and incorporated into the Agreement by this reference, is added to address the terms of the extended term and additional payments for the Support and SaaS subscription fees.
3. These amendments are effective upon execution of this Amendment. All other terms and conditions of the Agreement between County and Contractor shall remain in full force and effect.

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: NextGen Healthcare, Inc.

DocuSigned by:

A2520ABA0BFC475...

Contractor Signature

May 9, 2024

Date

James Hammerschmidt
James Hammerschmidt

Contractor Name (please print)

For County:

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board



Supplemental Order Form

Please email the signed Order Form to Ordermanagement@nextgen.com or fax to 866-903-6415

Company	Quote #	Sales Contact
NextGen Healthcare Inc. 18111 Von Karman Ave, Suite 600 Irvine, California 92612	PG-2024-289957 Revision #: 1 Proposal Date: 04/04/2024 Expiration Date: 06/30/2024 ERP Order Type: Add-on Sale	Curtis Bailey cbailey@nextgen.com Phone: Fax: 866-903-6415 Valid Until: Jun-30-2024 Payment Terms: Net 30

Sold To:	Ship To:	Bill To:
County Of San Mateo Health System 225 37Th Ave San Mateo, CA 94403	County Of San Mateo Health System 225 37Th Ave San Mateo, CA 94403	County Of San Mateo Health System 225 37Th Ave San Mateo, CA 94403

SAP ID: 0000108641

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Subscriptions/Ongoing Fees

Part Number	Description	Qty	Unit Price	Net Amount
700-345-600020	<p>HIE SaaS BNDL, CNCTD HLTH</p> <p>Hosted software provided as a monthly service including 1 production environment, 1 test environment, and 1 on-demand disaster recovery environment.</p> <p>Service Term: 07/01/2024 – 06/30/2025</p> <p>Usage Metric: Lives (shown as Qty)</p> <p>Monthly Fee Calculation: Variable PMPM (shown as Unit Price) =50/SQRT(Lives); Minimum PMPM =\$0.015</p> <p>Minimum Lives: 782443</p>	782443	\$0.06	\$46,946.58
700-345-600055	<p>Results CDR Data ACC-SaaS Add-On</p> <p>Hosted software provided as a monthly service including 1 production environment and 1 on-demand disaster recovery environment. Requires Mirth Results, purchased separately.</p> <p>Service Term: 07/01/2024 – 06/30/2025</p> <p>Usage Metric: Lives (shown as Qty)</p> <p>Monthly Fee Calculation: Variable PMPM (shown as Unit Price) =10.5/SQRT(Lives); Minimum PMPM =\$0.002</p> <p># of Lives: 782443</p>	782443	\$0.01	\$7,824.43
700-345-600005	<p>AvailabilitySLCredit,CNCTD HLTH</p> <p>Service Level: 99.9% Uptime each monthService Level Credit: 1% of the Monthly Fee for each 0.1% (or fraction thereof) by which the actual Uptime is less than the committed Service level.</p>	1	\$0.00	\$0.00
700-345-600050	<p>Support SL Credit, CNCTD HLTH</p> <p>Service Level: Ticket response time and resolution status update commitments by ticket priority:</p> <p>CRITICAL - 1 hour 24x7, hourly updates;</p> <p>URGENT - 2 Business Hours, daily updates;</p> <p>IMPORTANT - 1 Business Day, weekly updates;</p> <p>MINOR - 2 Business Days, weekly updates.</p> <p>Service Level Credit: 1% of the Monthly Fee for each ticket failing to meet the committed Service level.</p>	1	\$0.00	\$0.00
700-345-600015	<p>DR SL Credit, CNCTD HLTH</p> <p>Service Level: 8 hour Recovery Time Objective and 1 hour Recovery Point ObjectiveService Level Credit: 100% of the Monthly Fee.</p>	1	\$0.00	\$0.00
700-345-600045	<p>Performance SL Credit,CNCTD HLTH</p> <p>Service Level: 10 second average monthly Server Response Time (SRT)Service Level Credit: 1% of the Monthly Fee for each second (or fraction thereof) by which the average SRT exceeds the committed Service level.</p>	1	\$0.00	\$0.00
700-800-600055	<p>Results CDR Support Extension</p> <p>Service Term: 07/01/2024 – 06/30/2025</p>	12	\$16,431.30	\$197,175.60



Grand Total

Currency: USD

Subtotal: \$854,427.72

Discount: \$0.00

Total Minimum: \$854,427.72

Note: Total is exclusive of any applicable sales tax.



Terms and Conditions

The Cumulative credits to be paid to Customer in any one month shall not exceed the Monthly SaaS Fee Paid by Customer to Company.

By signing below Customer indicates its acceptance of the terms and conditions of the Master Agreement and that the Master Agreement is the complete and exclusive agreement between the parties. The Master Agreement: (i) contains the entire understanding between the parties with respect to the subject matter set forth herein, and neither party is relying on any representations or warranties other than those found in the Master Agreement, (ii) supersedes all prior and contemporaneous negotiations, agreements, contracts, commitments and understandings, both verbal and written, between the parties, and (iii) does not operate as an acceptance of any conflicting terms or conditions and shall prevail over any conflicting provisions of any purchase order, request for proposal, request for information or any other instrument. Customer understands that the headings used in the Master Agreement are solely for convenience of reference and are not intended to have any substantive significance in interpreting the Master Agreement. The Master Agreement shall not be binding upon either party unless authorized representatives of both parties sign it. Signed counterparts shall not be deemed binding.

FOR CUSTOMER

Signature Printed Name Title Date

Please provide project contact name above. This information ensures timely communication and assignment of the project.