

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

THIS AMENDMENT TO THE AGREEMENT, entered into this June 10, 2025, 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 (the "Agreement") on March 28, 2017 for the term of March 28, 2017 through June 30, 2025, in the amount not to exceed \$5,121,710; and

WHEREAS, the parties have entered into six previous amendments and wish to enter into a seventh amendment to the Agreement to increase the County's total fiscal obligation by \$62,400 to an amount not to exceed \$5,184,110 and to extend the term through June 30, 2026.

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

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

In no event shall the County's total fiscal obligation under this agreement exceed FIVE MILLION ONE HUNDRED EIGHTY-FOUR THOUSAND ONE HUNDRED TEN DOLLARS (\$5,184,110).

2. Section 4, Term of the Agreement is amended to read as follows:

Subject to compliance with all terms and conditions, the term of this Agreement shall be from March 28, 2017, through June 30, 2026.

3. Supplemental Order Form PG-2024-304293, (rev. 12/02/2024), a true copy of which is attached and incorporated into the Agreement by this reference (the "Order Form") is added to address the terms of the extended License and Maintenance Support Services term and payments for the License and Maintenance Support Service fees.

4. The parties understand and agree that as a result of the health information exchange ("HIE") SaaS services not being renewed, the following changes to the Agreement shall apply:

- a. The third and fourth 'WHEREAS' statements on page 1 shall be deleted.

- b. The first sentence of Section 8 (Hold Harmless) is deleted and replaced as follows:

"Contractor will defend any Third Party Claim against County during the License Term for any Infringement Claim."

- c. The phrase 'SaaS Services Term' in Section 8(A)(iii) (Hold Harmless) is deleted and replaced with 'License Term'.
  - d. The first sentence of Section 21.1 (Duty to Indemnify) is deleted and replaced as follows:  
  
"Contractor will defend and indemnify any Third Party Claim against County during the License Term for any Infringement Claim."
  - e. The phrase 'SaaS Services Term' in Section 21.2(C) (Contractor's Options) is deleted and replaced with 'License Term'.
  - f. Exhibit A shall not be applicable and is hereby deleted in its entirety.
  - g. Sections 1 and 2 of Exhibit B shall not be applicable and are hereby deleted.
  - h. Section 3 of Exhibit B is deleted and replaced as follows:  
  
"Payment terms for the Licenses and Services shall be made in accordance with the Order Form."
  - i. The first sentence of Section 1.1 (Support Issues) of Exhibit C is deleted and replaced as follows:  
  
"As part of the Maintenance Services purchased by County, Contractor offers Maintenance Services to help End Users access and use the Services under the Agreement."
  - j. Subsection (D) of Section 1.3 (Exclusions) of Exhibit C is deleted and replaced as follows:  
  
"changes in, or additions to, hardware, software, configurations, data or any other items other than that provided by Contractor."
  - k. The SLAs in Section 2 of Exhibit C are deleted in their entirety except the Mirth Support Service Level SLA.
  - l. Exhibit D of the Agreement shall not be applicable to the Order Form.
5. 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:  
*Mitchell Waters*  
C1C47593DE3F42D...  
\_\_\_\_\_  
Contractor Signature

May 12, 2025  
\_\_\_\_\_  
Date

Mitchell Waters  
\_\_\_\_\_  
Chief Revenue Officer  
Contractor Name (please print)

**For County:**

COUNTY OF SAN MATEO

*Dad J. Conner*  
By: \_\_\_\_\_  
President, Board of Supervisors, San Mateo County

Resolution No. 081245

Date: June 10, 2025

ATTEST:

*Phil Collopy*  
By: \_\_\_\_\_  
Clerk of Said Board



### SUPPLEMENTAL ORDER FORM

Please email the signed Order Form to [Ordermanagement@nextgen.com](mailto:Ordermanagement@nextgen.com) or fax to 866-903-6415

<b>Internal Use Only</b>	Order Type: Add-on Sale	Sold to ID: 0000108641	Ship to ID: 0000108641	Bill to ID: 0000108641
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Company	Quote Details	Sales Contact
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<b>NextGen Healthcare Inc.</b> <b>Product Portfolio</b>	Quote #: PG-2024-304293 Revision #: 6 Proposal Date: 12/02/2024	Curtis Bailey cbailey@nextgen.com Phone: Fax: 866-903-6415 Valid Until: 06/30/2025 Payment Terms: Net 30
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Sold To:	Ship To:	Bill To:
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<b>County Of San Mateo Health System</b> 225 37Th Ave San Mateo, CA 94403	<b>County Of San Mateo Health System</b> 225 37Th Ave San Mateo, CA 94403	<b>County Of San Mateo Health System</b> 225 37Th Ave San Mateo, CA 94403
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Company Software	SKU	Quantity	Unit Price	Net Amount
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APP MGMT V1000 - M2M MNTNC Renewal  Software Maintenance for Mirth V1000-M2M Appliance.  Service Term Start: 07/01/2025 Service Term End: 06/30/2026 Serial #: V1000-07-C339E235-0002	100-400-600390	1	\$2,600.00	\$2,600.00
APP MGMT V1000 - M2M MNTNC Renewal  Software Maintenance for Mirth V1000-M2M Appliance.  Service Term Start: 07/01/2025 Service Term End: 06/30/2026 Serial #: V1000-07-C339E235-0001	100-400-600390	1	\$2,600.00	\$2,600.00
APP MGMT V1000 - M2M MNTNC Renewal  Software Maintenance for Mirth V1000-M2M Appliance.  Service Term Start: 07/01/2025 Service Term End: 06/30/2026 Serial #: New Build	100-400-600390	1	\$2,600.00	\$2,600.00
APP MGMT V1000 - M2M MNTNC  Software Maintenance for Mirth V1000-M2M Appliance.  Term: 1 year commencing upon the Effective Date	100-400-600390	1	\$2,600.00	\$2,600.00
APP MGMT Conslie Virtual V1000 M2M  Mirth Appliance platform for running Mirth application software in a VMware virtual environment.  License Term: Perpetual  License Metric: Unlimited interfaces for Production use  Product: Mirth Connect Environment: Production	100-810-600105	1	\$13,000.00	\$13,000.00

Subscriptions/Ongoing Fees	SKU	Quantity	Unit Price	Net Amount
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Connect Platinum, CNCTD HLTH Renewal	700-805-600055	1	\$39,000.00	\$39,000.00
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One Production instance of Mirth Connect including a reasonable number of non-Production instances with Software Maintenance. Additional Production instances authorized on Mirth Appliance platform.  
 Service Term Start: 07/01/2025  
 Service Term End: 06/30/2026

**Grand Total**

Currency:	USD
Subtotal:	\$62,400.00
Discount:	\$0.00
Total Minimum:	<b>\$62,400.00</b>

Note: Total is exclusive of any applicable sales tax.

**Terms and Conditions**

By signing below Client 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. Client 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 CLIENT**

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 Signature                      Printed Name                      Title                      Date