

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

THIS AMENDMENT TO THE AGREEMENT, is entered into this _____ day of _____, 2023, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and NEXTGEN HEALTHCARE INC., hereinafter called "Contractor"

W I T N E S S E I H:

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

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 March 27, 2022, in the amount not to exceed \$3,070,644; and

WHEREAS, the parties entered into an amendment (Amendment One) on February 19, 2019 to change Contractor's name from Quality Systems, Inc. to NextGen Healthcare, Inc. effective September 6, 2018 and acquire perpetual licenses and support for Contractor's Mirth Connect applications; and

WHEREAS, the parties entered into an amendment (Amendment Two) on October 29, 2020 to amend payment terms in the Agreement and add Disentanglement terms to the Agreement; and

WHEREAS, the parties entered into an amendment (Amendment Three) on April 13, 2022 to adjust the term of the Agreement to end on September 27, 2022; and

WHEREAS, the parties entered into an amendment (Amendment Four) on September 13, 2022 to increase the County's total fiscal obligation by \$495,185 to an amount not to exceed \$3,565,829 and extend the term of the Agreement from March 28, 2017 through September 27, 2022 to March 28, 2017 through June 30, 2023; and

WHEREAS, the parties wish to enter into a fifth amendment to increase the County's, total fiscal obligation by \$701,453 to an amount not to exceed \$4,267,282 and extend the term of the of the Agreement from March 28, 2017 through June 30, 2025.

NOW, THEREFORE, IT IS HEREBY AGEED 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 County's total fiscal obligation under this Agreement exceed FOUR MILLION TWO HUNDRED SIXTY SEVEN THOUSAND TWO HUNDRED EIGHTY-TWO DOLLARS (\$4,267,282).
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, 2025.
3. Supplemental Order Form PG-2023-271778, (rev. 5/4/2023), a copy of which is attached hereto and incorporated into the Agreement by this reference is added to cover the extended term and additional payments for the subscription fees.
4. **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:
J Arnold
F150D633B65842A...

05/18/2023 | 18:13:47 PDT Jamie Arnold

Contractor Signature

Date

Contractor Name (please print)

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 215-385-7706

Company	Quote #	Sales Contact
NextGen Healthcare Inc. 18111 Von Karman Ave, Suite 600 Irvine, California 92612	PG-2023-271778 Revision #: 2 Proposal Date: 05/04/2023 Expiration Date: 07/01/2023 ERP Order Type: Add-on Sale	Curtis Bailey cbailey@nextgen.com Phone: Fax: 215-385-7706 Valid Until: Jul-01-2023 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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Company Software

<u>Part Number</u>	<u>Description</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Net Amount</u>
100-400-600390	SW LIC, APP MGMT V1000 - M2M MNTNC Renewal Software Maintenance for Mirth V1000-M2M Appliance. Service Term Start: 07/01/2024 Service Term End: 06/30/2025 Customer Label: MC PROD	1	\$2,600.00	\$2,600.00
100-400-600390	SW LIC, APP MGMT V1000 - M2M MNTNC Renewal Software Maintenance for Mirth V1000-M2M Appliance. Service Term Start: 07/01/2024 Service Term End: 06/30/2025 Customer Label: MC Test	1	\$2,600.00	\$2,600.00

Subscriptions/Ongoing Fees

<u>Part Number</u>	<u>Description</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Net Amount</u>
700-345-600020	SW SUBS, HIE SaaS Bundle, CNCTD HLTH Hosted software provided as a monthly service including 1 production environment, 1 test environment, and 1 on-demand disaster recovery environment. Service Term: 07/01/2023 - 06/30/2024 Usage Metric: Lives (shown as Qty) Monthly Fee Calculation: Variable PMPM (shown as Unit Price) =50/SQRT(Lives); Minimum PMPM =\$0.015 Minimum Lives: 782443	782443	\$0.06	\$46,946.58
700-345-600055	SW SUBS, Results CDR Data ACC-SaaS Add-On Hosted software provided as a monthly service including 1 production environment and 1 on-demand disaster recovery environment. Requires Mirth Results, purchased separately. Service Term: 07/01/2023 - 06/30/2024 Usage Metric: Lives (shown as Qty) Monthly Fee Calculation: Variable PMPM (shown as Unit Price) =10.5/SQRT(Lives); Minimum PMPM =\$0.002 # of Lives: 782443	782443	\$0.01	\$7,824.43
700-345-600005	SW SUBS, AvailabilitySLCredit, CNCTD HLTH Service Level: 99.9% Uptime each month Service 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.	1	\$0.00	\$0.00



700-345-600050	SW SUBS, Support SL Credit, CNCTD HLTH Service Level: Ticket response time and resolution status update commitments by ticket priority: CRITICAL - 1 hour 24x7, hourly updates; URGENT - 2 Business Hours, daily updates; IMPORTANT - 1 Business Day, weekly updates; MINOR - 2 Business Days, weekly updates. Service Level Credit: 1% of the Monthly Fee for each ticket failing to meet the committed Service level.	1	\$0.00	\$0.00
700-345-600015	SW SUBS, DR SL Credit, CNCTD HLTH Service Level: 8 hour Recovery Time Objective and 1 hour Recovery Point Objective Service Level Credit: 100% of the Monthly Fee.	1	\$0.00	\$0.00
700-345-600045	SW SUBS, Performance SL Credit, CNCTD HLTH 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.	1	\$0.00	\$0.00
700-805-600055	SW SUBS, Connect Platinum, CNCTD HLTH Renewal 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: 07/01/2024 Service Term End: 06/30/2025	1	\$39,000.00	\$39,000.00

Grand Total

Currency: USD

Subtotal: \$701,452.12
Discount: \$0.00
Total Minimum: \$701,452.12

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 Agreement and that the Agreement is the complete and exclusive agreement between the parties. The 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 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 Agreement are solely for convenience of reference and are not intended to have any substantive significance in interpreting the Agreement. The 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.