	Department of Administration **Purchasing Division** 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130	**State of West Virginia** **Centralized Request for Quote** **Info Technology**	RECEIVED 04/13/21 13:28:08 WV PURCHASING DIVISION

Proc Folder:	845238	**Reason for Modification:**
Doc Description:	WEB-BASED DATA COLLECTION SYSTEM	ADDENDUM 1 TO PROVIDE ANSWERS TO VENDOR QUESTIONS
Proc Type:	Central Contract - Fixed Amt	

Date Issued	**Solicitation Closes**	**Solicitation No**	**Version**
2021-04-01	2021-04-13 13:30	CRFQ 0506 BHS2100000003	2

BID RECEIVING LOCATION

BID CLERK
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
2019 WASHINGTON ST E
CHARLESTON   WV   25305
US

VENDOR

Vendor Customer Code:

Vendor Name : NextGen Healthcare Inc.

Address :

Street : 795 Horsham Rd.

City : Horsham

State : PA   **Country :** United States **Zip :** 19044

Principal Contact :

Vendor Contact Phone: **Extension:**

FOR INFORMATION CONTACT THE BUYER
Crystal G Hustead
(304) 558-2402
crystal.g.hustead@wv.gov

Vendor Signature X	DocuSigned by: [signature] F15BD08BB5842A...	**FEIN#**	**DATE**

All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION

THE STATE OF WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WEST VIRGINIA DEPARTMENT OF HEALTH AND HUMAN RESOURCES, BUREAU FOR BEHAVIORAL HEALTH, IS SOLICITING BIDS TO ESTABLISH A CONTRACT FOR THE DEVELOPMENT, MAINTENANCE, AND SUPPORT OF A WEB-BASED DATA COLLECTION SYSTEM PER THE ATTACHED DOCUMENTS.

QUESTIONS REGARDING THE SOLICITATION MUST BE SUBMITTED IN WRITING TO CRYSTAL.G.HUSTEAD@WV.GOV PRIOR TO THE QUESTION PERIOD DEADLINE CONTAINED IN THE INSTRUCTIONS TO VENDORS SUBMITTING BIDS

INVOICE TO	SHIP TO
HEALTH AND HUMAN RESOURCES BBH/HF 350 CAPITOL ST, RM 350 CHARLESTON WV 25301-3702 US	HEALTH AND HUMAN RESOURCES BBH/HF 350 CAPITOL ST, RM 350 CHARLESTON WV 25301-3702 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Business function specific software				

Comm Code	Manufacturer	Specification	Model #
43231500			

Extended Description:

Web-Based Data Collection System Software with capability to collect all SAMHSA required GPRA data and submit data to SPARS nightly.

INVOICE TO	SHIP TO
HEALTH AND HUMAN RESOURCES BBH/HF 350 CAPITOL ST, RM 350 CHARLESTON WV 25301-3702 US	HEALTH AND HUMAN RESOURCES BBH/HF 350 CAPITOL ST, RM 350 CHARLESTON WV 25301-3702 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Renewal 1				

Comm Code	Manufacturer	Specification	Model #
43231500			

Extended Description:
Renewal 1

INVOICE TO	SHIP TO
HEALTH AND HUMAN RESOURCES BBH/HF 350 CAPITOL ST, RM 350 CHARLESTON WV 25301-3702 US	HEALTH AND HUMAN RESOURCES BBH/HF 350 CAPITOL ST, RM 350 CHARLESTON WV 25301-3702 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Renewal 2				

Comm Code	Manufacturer	Specification	Model #
43231500			

Extended Description:
Renewal 2

INVOICE TO	SHIP TO
HEALTH AND HUMAN RESOURCES BBH/HF 350 CAPITOL ST, RM 350 CHARLESTON WV 25301-3702 US	HEALTH AND HUMAN RESOURCES BBH/HF 350 CAPITOL ST, RM 350 CHARLESTON WV 25301-3702 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Renewal 3				

Comm Code	Manufacturer	Specification	Model #
43231500			

Extended Description:
Renewal 3

SCHEDULE OF EVENTS

Line	Event	Event Date
1	VENDOR QUESTION DEADLINE	2021-03-30

SOLICITATION NUMBER: CRFQ BHS2100000003
Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as CRFQ BHS21000000003 ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

    [ ]   Modify bid opening date and time

    [ ]   Modify specifications of product or service being sought

    [X]   Attachment of vendor questions and responses

    [ ]   Attachment of pre-bid sign-in sheet

    [ ]   Correction of error

    [ ]   Other-

Description of modification to the solicitation-To answer vendor questions.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.

2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

1. **Question:** Will any business references willing to talk about our EHR/PM systems be required at the time of submission?

   Answer: No

2. **Question:** If vendor cannot recommend a steel vendor, will they be disqualified?

   Answer: The Contract shall be awarded to the Vendor that provides the Contract Services meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

3. **Question:** What is the total budget for the EHR/PM system?

   Answer: The State of West Virginia does not disclose budget information

4. **Question:** Can you please send exhibit a for pricing? I was not able to locate this.

   Answer: As stated in section 5B - Vendor should complete the Commodity Lines by providing an all-inclusive price as fully described by the specifications. There is no separate pricing page available.

5. **Question:** Can you please provide spec document for the following:
   - ASAM CONTINUUM™ and CO-Triage® Integration
   - Can you provide where the data will be coming from and what format, to maintain the statewide bed waitlist and medication module?

   Answer: Information on the software can be found at https://www.asam.org/asam-criteria/software

6. **Question:** What is the target date for contract award?

   Answer: The anticipated effective date is May 1, 2021, but due to the procurement approval process, that date is not guaranteed

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ BHS21000000003

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:
(Check the box next to each addendum received)
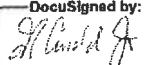
[x] Addendum No. 1   [ ] Addendum No. 6

[ ] Addendum No. 2   [ ] Addendum No. 7

[ ] Addendum No. 3   [ ] Addendum No. 8

[ ] Addendum No. 4   [ ] Addendum No. 9

[ ] Addendum No. 5   [ ] Addendum No. 10

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

NextGen Healthcare Inc.
_____
Company

DocuSigned by:

[signature]

F150D633B65842A...
_____
Authorized Signature

4/13/2021
_____
Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.

nextgen.
healthcare

General Terms and Conditions

This document states the general terms and conditions under which Company will deliver to Client the Products and/or Services set forth in any Order Form executed by Client and/or Company. Unless specifically set forth in an Addendum to the contrary, the order of precedence shall be as follows: (i) Addendum; if any; (ii) Order Form; (iii) Applicable Schedule and any Exhibit or Attachment thereto, if any; (iv) Statement of Work, if any; and, (v) General Terms and Conditions. Capitalized terms shall have the meaning set forth in the Order Form, Schedule, or as defined in the Definition Exhibit below.)

1.   PAYMENT OF FEES

1.1   Payment. Unless otherwise set forth in an Addendum, payment terms are as set forth in the applicable Order Form. All fees and subscriptions (including but not limited to Maintenance Services) may be increased each calendar year by the lesser of 5% or the change in the Consumer Price Index, for all Urban Consumers (CPI-U) -- US City Average, All Items.   Client understands that any payment terms offered by Company are an extension of credit by Company and may require that Client provide credit information to Company. Should Company be unable to obtain through commercially reasonable means, using reasonable commercial underwriting principles, a favorable creditworthiness approval of Client (as determined by Company in its sole discretion), Company may require alternate payment terms or, at its option, immediately terminate the Master Agreement (or any applicable Order Form) upon written notice to Client. Any billing requirements needed by Client on Company invoices must be submitted to Company (via opening a support case through www.community.nextgen.com/SuccessCommunityLogin) within 10 days from the Effective Date; and, any agreed to invoice changes will only be effective for invoices prospectively issued. Any undisputed fees that are owed as of the date of termination or expiration of this Master Agreement will be immediately due and payable.

1.2   Billing Disputes. If Client believes in good faith that Company has incorrectly billed Client, Client may withhold from payment the disputed amount, not to exceed the estimated fair value of the disputed item, provided Client timely pays all undisputed portions of the invoice and notifies Company, in reasonable detail, of the dispute through www.community.nextgen.com/SuccessCommunityLogin prior to the date payment is due. If Company does not agree with Client's notice, the parties will resolve the dispute in accordance with Section 13.4.

1.3   Failure to Pay. If Client fails to pay any *undisputed* amount due under this Master Agreement within 30 days of the date of Company's notice of Client's failure to pay, Company may, in its sole discretion, (A) terminate this Master Agreement or the applicable Order Form, (B) suspend or restrict provision of the Company Software and Services, (C) prospectively discontinue any currently provided discount for the affected Company Software and Services, (D) discontinue any future right to purchase Products and Services, whether at a discount price or otherwise and/or (E) withdraw any previously granted, non-standard payment terms. (For items (C) (D) and (E), Company will provide an adjusted invoice that reflects the applicable list price and revise the associated payment schedule as applicable to reflect the new remaining balance and/or payment terms.) Unless otherwise agreed to by the parties in writing, Company's failure to invoice for any item set forth in the Order Form shall not relieve Client's obligation to pay for the item. Company may charge interest at a monthly rate equal to the lesser of 1½% per month or the maximum rate permitted by applicable Law on any *overdue, undisputed* fees, from the due date until the date the overdue amount (plus applicable interest) is paid in full. However, Company will not exercise its rights under items (A) through (E) above or apply any interest charge if Client is disputing the applicable charges reasonably and in good faith and is cooperating diligently to resolve the dispute.

1.4   Taxes.   Prices do not include applicable taxes. Company will invoice Client for any applicable taxes, and Client must pay these taxes. Where applicable, Client must provide any tax-exemption claim to Company before, or contemporaneously, when, placing an order.

2.   CLIENT RESPONSIBILITIES

2.1   General. Client will comply, and Client will cause all Affiliated Organizations, End Users, Personnel and other persons to whom Client provides any access to Products, Services or other Company Confidential Information to comply with the applicable provisions of this Master Agreement; and, Client shall be responsible for the non-compliance of any such Affiliated Organizations, End Users, Personnel and/or other person.

2.2   Required Resources. Except as otherwise provided in a Managed Cloud Service Schedule, Client must provide, at its own expense, the Personnel and Facilities & Equipment required for use of the Products and Services. Client must, also obtain any consents, authorizations and approvals necessary to enable Company to access such Facilities and Equipment to perform its obligations for Client under this Master Agreement. Moreover, Client is responsible for obtaining, and keeping updated, any third-party materials that may be required to operate and/or use the features and functionality of any Company Software and/or Service, including but not limited to CPT and ICD code files.

nextgen.
healthcare

General Terms and Conditions

    2.3   **Special Programs.** Company has no responsibility to identify, evaluate or assist Client in Client's decision to participate in any Special Program. Client is solely responsible for determining whether to participate in such opportunities.

    2.4   **Professional Diagnosis and Treatment.** Company Software and Services do not make clinical, medical or other professional decisions, and are not substitutes for Client's Personnel applying professional judgment and analysis. Client is solely responsible for: (A) verifying the accuracy of all information and reports produced by Company Software and Services; (B) obtaining necessary consents for use and disclosure of patient information; (C) determining data necessary for decision-making by Client and its Personnel; (D) making all diagnoses and treatments and determining compliance, and complying, with all Laws and licensing requirements for the operation of Client's business; (E) assuring its Providers have the necessary professional licenses and, unless Client has purchased Company's Credentialing Service, are properly credentialed pursuant to applicable Law to perform their services.

    2.5   **Limitations on Use.** Except to the limited extent expressly permitted in this Master Agreement, Client will not: (A) sell, transfer, lease, assign, or sublicense any Software or Services; (B) use any Software or Services as a service bureau, for outsourcing, for sharing access to any Services with any Third Party (except for authorized End Users), or for otherwise offering or making available the functionality of the Products or Services to any Third Party; (C) permit any End User or other person to access or use Products or Services using another End User's ID, login or password or otherwise make an End User's ID, login or password available to any Third Party; (D) use any Software or Service to process anything other than Client's, Affiliated Organizations', or an End Users' data; (E) bypass any privacy and/or security measures Company may use to prevent or restrict access to the Products and/or Services (or other accounts, computer systems or networks connected to the Company's Products or Services); (F) knowingly use the Products and/or Services in a manner that violates any applicable local, state, national and foreign laws, treaties or regulations (including those related to data privacy, international communications, export laws and the transmission of technical or personal data laws); or (G) remove any intellectual property, confidentiality or proprietary notices of Company and/or any Third-Party which appear in any form on the Products and/or Services or otherwise in any Company collateral or materials however reproduced.

3.   CONFIDENTIALITY

    3.1.   **No Use or Disclosure.** Recipient will only use Confidential Information for the purposes of this Master Agreement and will not reproduce, disseminate, or disclose Confidential Information to any Third Party, except to its employees and authorized representatives (i.e., temporary employees, consultants, and contractors) who need to know the Confidential Information for the purposes of this Master Agreement and are bound by confidentiality obligations at least as restrictive as those in this Master Agreement. Recipient will treat all Confidential Information with at least the same degree of care as it treats its own information of similar sensitivity, but never with less than reasonable care. Recipient shall notify Discloser of any breaches of security that result in or are likely to result in disclosure of Discloser's Confidential Information.

    3.2   **Required Disclosure.** Recipient may disclose Confidential Information: (A) as approved in a writing signed by Discloser (B) as is required by law, (C) is about adverse events, hazards and other unsafe conditions made to governmental agencies, health care accreditation organizations and/or patient safety organizations; (D) Is about cybersecurity threats and incidents made to government agencies; (E) Is about information blocking and other unlawful practices to a government agency; (F) communicating information about Company's failure to comply with a Condition of Certification or Other Program Requirements.

4.   PRIVACY

    4.1   **Personal Information.** If Client orders Services that require Client to provide to Company personal health information that is protected under any Laws, the Parties will enter into a mutually agreed to Business Associate Agreement or similar agreement if Client itself is a Business Associate rather than a Covered Entity. Company does not own the personal health information. Company will request, and Client will provide Company with, only the minimum personal health information required to perform the Services hereunder.

    4.2   **De-Identified Data.** Company may De-Identify Client Data before such data is incorporated into any Analytics Database. De-Identified Data will be aggregated with de-identified data from a sufficient number of other customers in a manner reasonably designed to prevent Company or others from using the Analytics Databases to analyze the particular characteristics of Client's business. Client grants Company a non-exclusive, worldwide, paid-in-full, perpetual and irrevocable right and license to: (A) extract, copy, aggregate, process and create derivative works of Client Data to derive, or add to, Analytics Databases; (B) employ data analytics on the Analytics Databases for purposes of developing Data Analytics solutions; and (C) prepare derivative works of the Analytics Databases, and use, execute, reproduce, display, perform, transfer, distribute, and sublicense the Analytics Databases and such derivative

2

nextgen.

General Terms and Conditions

works. Company will not individually identify Client as a source of the De-Identified Data for the Analytics Databases, although Company may disclose that certain of its customers allow the use of Client Data for such purposes.

5.   CONSULTING SERVICES, IMPLEMENTATION SERVICES AND ELEARNING   Company will perform the Implementation and/or Consulting Services set forth in any Order Form. If specifically listed in the Order Form, a subscription to Company's eLearning online training program will be used as part of the Implementation Services. Each Provider must have his/her own subscription. All End Users must have their own account to any eLearning materials and use his/her own ID and password to access such materials. All training materials are for Client's own internal use and are provided solely to assist Client in learning how to use the Company Software and Services. Each eLearning managed cloud subscription is for one year, commencing on the Effective Date of the applicable Order Form, and automatically renews for successive 1-year Service Term (s) at then-current rates, unless a Party provides written notice of its intent not to renew at least 3 months prior to the end of the then-current eLearning subscription term.

6.   MAINTENANCE SERVICES   Company offers support services to help End Users maintain the Software, Hardware and online-Services that it makes available to its Clients. For those Products and Services that Company makes available to Clients under a Software as a Service model, the fee for Maintenance Services are included in the monthly SaaS Service fee. For all other Products and Services, the fees to obtain Maintenance Services as separately charged and invoiced.

7.   TERM AND TERMINATION

    7.1   Term. This Master Agreement, itself, becomes effective on the Effective Date of the first Order Form entered into between the parties. Every Product and Service purchased by Client directly from Company will be subject to the terms of this Master Agreement, unless mutually agreed to by the parties, in writing, otherwise. Each subsequently purchased Product or Service will be bound to the Master Agreement commencing on the Effective Date of the applicable Order Form and remain so bound until the expiration of the applicable License/Rental/Service Term for such Product or Service unless terminated earlier under this Master Agreement. Termination or expiration of a license or subscription to a Product and/or Service does not, in and of itself, terminate the Master Agreement; but the Master Agreement shall remain in effect if other licenses or subscriptions to other Products and/or Services remain in effect.

    7.2   Termination with Cause.

      (A)   Material Breach by Either Party. If either Party commits a material breach of this Master Agreement, the non-breaching Party may give written notice describing, in reasonable detail, the nature and basis of the breach to the breaching Party. Except as otherwise allowed under this Master Agreement, if the breach is not cured within 30 days of the notice date, the non-breaching Party may immediately terminate this Master Agreement, in whole or in part.

      (B)   Bankruptcy. Each Party may terminate this Master Agreement immediately upon written notice if the other Party ceases to conduct its business, makes a general assignment for the benefit of its creditors, admits publicly its inability to meet its obligations as they come due, voluntarily files for bankruptcy or insolvency, or is the subject of a filing by a Third Party for bankruptcy, insolvency, receivership or similar protection that is not dismissed within 45 days. All notices of Company's breach and/or Client's desire to terminate must be made by Client at *www.community.nextgen.com/SuccessCommunityLogin*

    7.3.   Survival. The termination or expiration of this Master Agreement will not affect any provisions of this Master Agreement which by their nature survive termination or expiration, including the provisions that deal with the following subject matters: Client Responsibilities, Confidentiality, Privacy, Term and Termination, Proprietary Rights, Warranty Disclaimers, Limitation of Liability and General Provisions.

8.   PROPRIETARY RIGHTS

    8.1   Ownership. Company and its licensors own the Company Technology. To the extent Software and Content are obtained by Client, the Software and Content are always licensed, not sold. Unless specifically stated, in writing, by Company to the contrary, Client has no right to use Company's or any Third Party's name, trademarks or logo, or any goodwill now or hereafter associated therewith, all of which is the sole property of and will inure exclusively to the benefit of Company or such Third Party. Client will not knowingly use the Products and/or Services in a manner that violates any third-party intellectual property, contractual or other proprietary rights.

May 2020

General Terms and Conditions

8.2 **No Modifications.** Unless specifically stated, in writing, by Company to the contrary, Client agrees not to modify, create derivative works of, adapt, translate, reverse engineer the Products and/or Services or otherwise decompile, disassemble or attempt to discover the source code or any other non-user facing aspects in any Product and/or Service. Breach of this Section 8.2 will be deemed a material breach of the Master Agreement and entitle Company to immediately terminate the Master Agreement.

8.3 **Feedback.** The purpose of this section is to avoid potential misunderstandings or disputes when Company's products and/or marketing strategies might seem similar to ideas submitted or feedback given to Company. Feedback means any comments, submissions or other feedback Client may provide to Company, at its sole discretion, concerning the functionality and performance of the Company Technology, including identification of potential errors and improvements. By submitting any Feedback,(1) Company will be free to use, disclose, reproduce, license or otherwise distribute, and exploit such Feedback as Company sees fit, without any obligation or restriction of any kind to Client; (2) there is no obligation for Company to review Feedback; and (3) there is no obligation to keep any Feedback confidential.

9. LIMITED WARRANTIES

9.1 **General.** Each Party represents and warrants that to the best of their knowledge: (A) it is duly organized and in good standing under the Laws of the state of its organization; (B) it has full authority to execute and perform under this Master Agreement, and such performance is not prohibited by any agreement to which the Party is bound or any applicable Law; and (C) it will comply with all Laws applicable to its business and operations.

9.2 **Compliance.** Client represents and warrants that to the best of its knowledge: (A) it, its affiliates and its Personnel are not under or subject to a "Corporate Integrity Agreement" or any other restriction or investigation by any payer, government agency or industry self-regulating organization; (B) neither it nor any of its affiliates, directors or Personnel are (i) listed on the General Services Administration's Excluded Parties List System or (ii) suspended or excluded from participation in any Government Payer Programs; and (C) there are no pending or threatened governmental investigations against Client or any of its affiliates, directors or Personnel that may lead to suspension or exclusion from Government Payer Programs or may be cause for listing on the General Services Administration's Excluded Parties List System. Breach of this Section 9.2 will be a material breach of the Master Agreement and entitle Company to immediately terminate the Master Agreement.

9.3 **Implementation & Consulting Services.** Company warrants for 90 days from performance of the Implementation Services and/or Consulting Services, as applicable, that each such Service is performed in a professional and workmanlike manner. Client must notify Company during such 90-day period, in writing, and in reasonable detail of any breach of this warranty. To the extent permitted by law, Client's sole and exclusive remedy and Company's sole liability under or in connection with this warranty will be re-performance of the relevant Service.

10. WARRANTY DISCLAIMERS

10.1 **Content; Third Party Materials.** Company does not make, and hereby expressly disclaims, any warranties in connection with Content and Third-Party Materials. All Content and Third-Party Materials are provided "As-Is" without any warranty or indemnification from Company whatsoever.

10.2 **Limited General Release Testing.** From time to time Client may be offered the opportunity to participate in the LGR testing of Software or Services. All LGR versions of Software or Services are provided on an "As-Is" basis. Client's use of any LGR versions of Software or Services is at Client's own risk and expense, and without any change in the provisions of, or fees set forth in, this Master Agreement.

10.3 **Implied Warranties.** To the maximum extent permitted by Law and except for the express warranties in this Master Agreement, Company and its licensors provide the Products and Services on an "As-Is" and "As Available" basis. Company and Third Party suppliers disclaim and make no other representations, warranties and conditions of any kind, express, implied or statutory, including representations, guarantees, conditions or warranties of merchantability, title, non-infringement, fitness for a particular purpose, accuracy, or implied by the provisions of any Laws that by their terms can be disclaimed (such as the Uniform Commercial Code or the Uniform Computer Information Transactions Act). If such provisions cannot be excluded and disclaimed, then the provisions of this Master Agreement will control to the maximum extent permitted. Without any limitation, neither Company nor its licensors (A) warrant that any Content, Product or Services will be complete, accurate, uninterrupted, free of Viruses, error free, or that any error can be corrected, or (B) guarantees or agrees to ensure that any Products or Services comply with applicable Laws.

4

nextgen healthcare

General Terms and Conditions

11.   LIMITATION OF LIABILITY

EXCEPT FOR EXCLUDED CLAIMS, NEITHER PARTY SHALL BE LIABLE, WHETHER IN CONTRACT OR TORT (INCLUDING NEGLIGENCE OR PRODUCT LIABILITY), FOR ANY OF THE FOLLOWING ARISING OUT OF OR CONCERNING THIS MASTER AGREEMENT, HOWEVER CAUSED: CONSEQUENTIAL, SPECIAL, MORAL, INCIDENTAL, INDIRECT, RELIANCE, PUNITIVE OR EXEMPLARY DAMAGES; LOSS OF GOODWILL, PROFITS, USE, OPPORTUNITIES, REVENUE OR SAVINGS; BUSINESS INTERRUPTION; OR LOSS ARISING FROM THEFT OR CORRUPTION OF DATA, VIRUSES, OR SPYWARE. IN NO EVENT ARE ANY OTHER THIRD PARTIES (INCLUDING COMPANY LICENSORS) LIABLE TO CLIENT UNDER THE TERMS OF THIS AGREEMENT ON ANY BASIS WHATSOEVER. (C) EXCEPT FOR THE EXCLUDED CLAIMS, EACH PARTY'S MAXIMUM AGGREGATE LIABILITY FOR EACH AND ALL CLAIMS (INDIVIDUALLY AND TOGETHER) ARISING OUT OF OR CONCERNING THIS AGREEMENT, OR ITS SUBJECT MATTER, IS LIMITED TO AN AMOUNT EQUAL TO THE AGGREGATE OF FEES PAID OR OWED BY CLIENT WITHIN THE 12 MONTHS PRECEDING THE FILING OF ANY DEMAND FOR ARBITRATION UNDER THIS AGREEMENT.

12.   INDEMNIFICATION

12.1   Duty to Indemnify. Company will defend any Third-Party Claim against Client during the License Term or Rental Term for any Infringement Claim. Company will pay Client the Losses (including reasonable legal fees) that are directly attributable to an Infringement Claim and are either finally awarded by a court of competent jurisdiction against Client or agreed to in a written settlement agreement signed by Company. The remedies in this Section 12 are Client's sole and exclusive remedies and Company's sole liability regarding the subject matter giving rise to any Claim that the Products and Services infringe or misappropriate any Third Party's intellectual property rights.

12.2   Company's Options. In the defense or settlement of any Infringement Claim, Company may, at its sole option and expense: (A) procure for Client a license to continue using the Indemnified Technology under the terms of this Master Agreement; (B)replace or modify the alleged infringing Indemnified Technology to avoid the infringement; or (C) terminate this Master Agreement with respect to the infringing part of the Indemnified Technology if neither of the foregoing is commercially reasonable and refund a pro rata portion of the applicable fees (based on the applicable License Term or Rental Term or in the case of a perpetual license, a useful life equal to five (5) years) paid by Client for the infringing technology.

12.3   Exclusions. Company will have no liability for any Infringement Claim to the extent that it arises from: (A)   use of the Indemnified Technology in violation of this Master Agreement; (B) modification of the Indemnified Technology by anyone other than Company or a party authorized in writing by Company to modify the Indemnified Technology; (C) failure by Client to install the latest updated version of the Indemnified Technology as requested by Company to avoid infringement; (D) installation or use of Indemnified Technology contrary to the specifications and directions contained in the User Materials or other reasonable instructions of Company; (E) Third Party products, services, hardware, software, or other materials, or combination of these with Indemnified Technology if the Indemnified Technology would not be infringing without this combination.

12.4   Conditions to Indemnification. Company will have no liability for any Infringement Claim if Client fails to: (A) notify Company in writing of the Infringement Claim promptly upon the earlier of learning of or receiving a notice of the infringement claim, to the extent that Company is prejudiced by this failure; (B) provide Company with reasonable assistance requested by Company for the defense or settlement (as applicable) of the Infringement Claim; or (C) provide Company with the exclusive right to control and the authority to settle the Infringement Claim (Client may participate in the matter at its own expense) provided that Company shall not settle any Infringement Claim that requires Client to admit fault without Client's prior written consent.

13.   GENERAL PROVISIONS

13.1   Equitable Relief. Actual or threatened breach of certain sections of this Master Agreement (including, without limitation, provisions on intellectual property, license, privacy, data protection and confidentiality) may cause immediate, irreparable harm that is difficult to calculate and cannot be remedied by the payment of damages alone. Either Party will be entitled to seek preliminary and permanent injunctive relief and other equitable relief for any such breach.

13.2   Notices. Any notice given under this Master Agreement must be in writing and, other than service of process, may be delivered: (A) if to Company, to both www.community.nextgen.com/SuccessCommunityLogin and legal@qsii.com and (B) if to Client, to the: (i) "sold to" email address set forth on the Order Form, or (ii) such other address as identified by Client from time to time. Notices delivered personally or via overnight mail will be effective upon delivery, and notices delivered by U.S. mail will be deemed effective five (5) Business Days after being deposited in an official U.S. Postal Service mailbox. A notice is deemed to be received by email the first

5

nextgen.
healthcare

General Terms and Conditions

Business Day after sending by email, unless the sender receives an automated message that the email has not been delivered, provided email shall not be sufficient for notices of termination, default or an indemnifiable claim.

13.3   Viruses and Other Malware. Each Party will use and maintain updated commercial Virus scanning software and/or use reasonable efforts to ensure that its electronic communications (and, as it relates to Company, the Company Software) do not contain any Virus.

13.4   Dispute Resolution and Arbitration. Any dispute, claim, or controversy arising out of or relating to this Master Agreement, including the determination of the scope or applicability of this clause, will be determined exclusively in Orange County, California by binding arbitration before a single arbitrator mutually agreed to by the parties. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. There shall be no right to arbitrate on a class action basis or on behalf of the general public or other group of persons similarly situated. Each party will be responsible for its own attorneys' fees and shall split the costs of arbitration. The arbitrator shall have authority to apportion costs (other than attorneys' fees) at the end of any such proceeding. Judgment on any award may be entered in any court having jurisdiction. Nothing in this clause shall preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

13.5   Waiver; Modification; Relationship of Parties. Neither Party's waiver of the breach of any provision constitutes a waiver of that provision in any other instance. This Master Agreement may not be modified nor any rights under it waived, in whole or in part, except in writing signed by the Parties. Company is an independent contractor, and nothing in this Master Agreement is intended to constitute an employment, partnership, joint venture, fiduciary, trust or agency relationship between the Parties, or authorize Client or Company to enter into any commitment or agreement with any Third Party that is binding on the other Party; provided that a Services Schedule may appoint Company to serve as Client's limited agent to perform the Services set forth therein. Subject to the other terms of this Master Agreement, each Party solely determines which of its Personnel will perform its obligations.

13.6   Assignment; Binding Effect; Subcontractors. This Master Agreement is personal to Client, and Client may not delegate and/or assign this Master Agreement, including but not limited to any and all Products and/or Services thereunder, or any of Client's rights or duties hereunder without the advance, written consent of Company, which shall not be unreasonably withheld. Any attempted assignment or transfer by Client in violation of the provisions of this Section will be void and of no force and effect. Company may assign this Master Agreement or its rights and/or duties to its affiliates or to its successor in the event of a sale of all or substantially all of its assets, voting securities, or the assets or business related to the Products or Services provided under this Master Agreement. Subject to the foregoing, this Master Agreement will be binding upon and inure to the benefit of the Parties' respective legal representatives, and permitted transferees, successors, and assigns. Company may subcontract the performance of its obligations to Third Parties as it determines appropriate, but in such cases, Company shall remain responsible for the performance of its subcontractors.

13.7   Force Majeure. Except as may otherwise be set forth in Company's Managed Cloud Service Schedule, a Party's failure to perform its obligations under this Master Agreement, other than the payment of money, is excused to the extent that the failure is caused by an event outside its reasonable control, including an act of God, act or threat of terrorism, shortage of materials, strike or labor action, war or threat of military or significant police action, natural disaster, failure of Third Party suppliers, denial of service attacks and other malicious conduct, utility failures, power outages, governmental acts, orders, or restrictions, or other cause beyond its reasonable control.

13.8   Severability. If any terms or provisions of this Master Agreement are for any reason held invalid, unenforceable or deemed contrary to any applicable law or policy, the parties preference is that such terms or provisions be effective to the extent permitted by law and the same will not affect any other term or provision of this Master Agreement, which will otherwise remain in full force and effect.

13.9   Client Cooperation. Company may publicly identify Client as a customer of Company.

13.10.   Covenant not to Solicit or Hire. Each Party recognizes the expense and time associated with recruiting, hiring, training and maintaining employees. Each Party agrees that, except as consented to by the other Party in advance and in writing, it will not during the term of this Master Agreement or a period of 1 year thereafter directly or indirectly, solicit to reduce the relationship of the other Party's employees to the other Party or hire for itself or on behalf of any Third Party, any of the other Party's current employees or who were an employee of the other Party within the prior 12 months. Each Party agrees that the damages to be incurred by the other Party for a violation of this section are difficult to estimate; and accordingly, for any violation of this section by a Party or its Personnel damages may include costs to recruit and replace such solicited employee.

6

May 2020

nextgen. healthcare

General Terms and Conditions

13.11.   Third Party Materials/Third Party Beneficiaries/Additional Modules. Certain Third-Party Materials listed on an Order Form may be subject to terms and conditions that are separate from the terms and conditions set forth under this Master Agreement. (Those affected Third-Party Materials are found at: www.nextgen.com/thirdpartyagreements and are agreements solely between the Third-Party vendor and Client.) Although the Third-Party Materials may be required to utilize the full features and functionality of the Company Software and/or Service, Client is not required to obtain such Third-Party Materials directly through Company. In addition, Company may offer from within the Products and Services new modules/capabilities and/or additional Third-Party offerings that may present additional terms and conditions that are separate from those set forth under the Master Agreement. By signing the Order Form and/or clicking "I ACCEPT" or equivalent language, Client is agreeing to comply with those separate terms and conditions. Except as set forth above or in any Schedule, the Parties agree and acknowledge that this Master Agreement is not made for the benefit of any Third Party and nothing in this Master Agreement, whether expressed or implied, is intended to confer upon any Third Party any rights or remedies under or by reason of this Master Agreement, nor is anything in this Master Agreement intended to relieve or discharge the liability of either Party hereto, nor shall any provision hereof give any entity any right of subrogation against or action over or against either Party.

13.12   U.S. Government Licensing. For US Government End Users: Client acknowledges that Products and Services are "Commercial Item(s)," as that term is defined at 48 C.F.R. section 2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation," as the terms are used in 48 C.F.R. section 12.212 or 48 C.F.R. section 227.7202, as applicable and has been developed exclusively at private expense. Client agrees, consistent with 48 C.F.R. section 12.212 or 48 C.F.R. sections 227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (A) only as Commercial Items; and (B) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished rights reserved under the copyright laws of the United States.

13.13   Export Rules. Client acknowledges that Company Technology may be subject to the U.S. Export Administration Regulations and other export laws and regulations, and Client will comply with all applicable export and import control laws and regulations of the United States and the foreign jurisdiction in which the Company Technology is used and, in particular, you will not export or re-export the Company Technology without all required United States and foreign government licenses.

nextgen.
healthcare

General Terms and Conditions

DEFINITION EXHIBIT

14.1 **"Affiliated Organization"** means a company, practice, group and/or other legal entity (including those having separate tax identification numbers) of a Client located within the United States (and pre-identified, in writing, by Client to Company prior to their use of any Products or Services) that has entered into a written agreement with Client that binds it and its End Users to comply with the applicable terms of this Master Agreement and are either: (i) owned by Client; or (ii) in which Client has a majority controlling interest in such company, practice, group and/or other legal entity; or (iii) in which Client has entered into a management agreement with such company, practice and/or other legal entity that creates a bona fide business relationship with Client to perform one or more management service functions.

14.2 **"Analytics Database"** means Company's collection of Client Data from various customers of Company.

14.3 **"Business Day/Business Hour"** means time during which Company is actively staffed and most Company resources (including its Maintenance Services staff) are available, but excludes nights, weekends and holidays observed by Company.

14.4 **"Certified Professional"** means any Client Personnel who: (A) is actively involved in the day-to-day operation and support of the Products and Services within Client's organization, (B) has suitable education and experience to understand the Products and Services, (C) has passed the applicable Company certification tests (if any), and (D) if a contractor and not an employee of Client, has entered into a separate agreement with Company to become a Third Party Certified Professional.

14.5 **"Claim"** means a claim, action, proceeding, or demand made against a person or entity, however arising and whether present or future, fixed or unascertained, actual, threatened or contingent.

14.6 **"Client Data"** means the compilation of Client's, its Affiliated Organizations', subsidiaries', and/or parent entity's data from all Data Sources.

14.7 **"Company Appliance"** means a platform required to run certain Company Software.

14.8 **"Company Hardware"** means equipment and other hardware distributed under Company's brand that is purchased or rented by Client from Company and identified as Company Hardware in an Order Form. Hardware that is not identified as Company Hardware in the Order Form is Third Party Hardware.

14.9 **"Company Software"** means software in object code form licensed under an Order Form, or as may be made available for access and/or use under a SaaS offering and identified as Company Software, including any Interfaces, templates, and any and all updates, modifications, improvements, extensions, and derivative works made thereto by or for Company, Client, or any Third Party. "Company Software" specifically excludes Content.

14.10 **"Company Technology"** means the Company Software, Services and User Materials made available by Company, including all Interfaces, templates, forms, software tools, algorithms, software (in source code and object code forms), user interface designs, architecture, toolkits, plug-ins, objects, documentation, network designs, ideas, processes, know-how, methodologies, formulas, systems, data, heuristics, designs, inventions, techniques, trade secrets, and any related intellectual property rights throughout the world included therein, as well as any derivatives, modifications, improvements, enhancements, or extensions of the above, whenever developed.

14.11 **"Confidential Information"** means a Discloser's non-public information (including copies, summaries, and extracts): (A) that is identified in writing as confidential at the time of disclosure, whether in printed, textual, graphic, or electronic form; or (B) that is disclosed in non-tangible form, identified as confidential at the time of disclosure, summarized in a writing labeled as "confidential", and delivered to Recipient within 15 days after disclosure. Confidential Information of Company includes the terms of this Master Agreement, Company Technology, Client lists, and employee lists whether or not marked or identified as confidential. The Party disclosing Confidential Information is referred to as **"Discloser"** and the Party receiving Confidential Information is referred to as **"Recipient"**. Confidential Information does not include information that:

- is or becomes generally publicly available at or after the time of disclosure through no fault of either Recipient
- was known to Recipient free of any confidentiality obligations, before its disclosure by Discloser;
- becomes known to Recipient free of any confidentiality obligations from a source other than Discloser; or
- is independently developed by either Recipient without use of Confidential Information.

14.12 **"Consulting Services"** means services provided or to be provided by Company under one or more Order Forms to create reports and forms, customize certain aspects of Client's system and provide other technical and provisional services, as more specifically set forth in Section 5 above.

14.13 **"Content"** means any clinical content, in any form, included within Company Software and/or Services.

14.14 **"Data Source"** means a single feed of aggregated personal, medical, financial and/or other data that is imported into any Company Technology.

14.15 **"De-Identify"** or **"De-Identified"** means to de-identify personal data in accordance with the "safe harbor" requirements of section 164.514(b)(2) of the HIPAA regulations, or in a manner that otherwise meets the requirements of section 164.514.

8

General Terms and Conditions

14.16 **"De-Identified Data"** means Client Data that has been De-Identified.

14.17 **"Effective Date"** means the date signed on the applicable Order Form by Client; or, if multiple parties will be signing, then the date last signed on the applicable Order Form by the authorized representative of all parties.

14.18 **"End User(s)"** means Personnel who are: (A) based in the United States and (B) authorized by Client or an Affiliated Organization to use any portion of the Products or Services or (C) an authorized member of a community using the Software for purposes of health information exchange or care coordination. Unless specifically stated otherwise in the applicable User Material, each End User will be assigned a unique ID and password.

14.19 **"Excluded Claims"** means Claims arising from Client's breach of Sections 1.1, 2.5, 3.1,8.1,8.2 and 9.2.

14.20 **"Facilities & Equipment"** means a data center with all infrastructures, security controls, connectivity, systems, including back-up and recovery capabilities to avoid loss of data in the event of any failure, as well as all computers, background technology and equipment (including appropriate chipsets, processing speeds, RAM, storage, operating systems, connectivity, services, data, subscriptions, software, configurations other components necessary to operate the Products and/or Services.

14.21 **"Fulfillment Date"** means the earlier of the: (i) date of Fulfillment set forth in the Order Form, Exhibit, or (ii) stated number of days (as specifically stated in the Order Form, Addendum or Exhibit) after the Effective Date, which if no stated amount of days is specifically identified, than 60 days.

14.22. **"Group of Charts"** means the aggregation of all patient charts within a practice or within separate disciplines within a practice.

14.23 **"Hardware"** means Company Hardware and Third Party Hardware.

14.24 **"Help Desk Support"** means the support services provided by Company help desk under its then current Maintenance Program.

14.25 **"Implementation Services"** means services provided, or to be provided, by Company under one or more Order Forms to configure, install and implement Software and Hardware for Client's use as more specifically set forth in section 5 above.

14.26 **"Indemnified Technology"** means Company Software and Services paid for by Client but excludes any Third-Party Software, Content, Hardware, sample code, SDK, open source, trial or LGR versions of the Company Software and/or Services.

14.27 **"Infringement Claim"** means any Claim that alleges that the Indemnified Technology directly infringes a Third Party's United States patent, copyright, or trademark.

14.28 **"Instances"** means a single installation of Company Software running on a Company Appliance or such other physical or virtual server Client may provide.

14.29 **"Interface"** means the part of any Company Software designed to exchange data between or among Company Software components and other software or between Company Software and Hardware.

14.30 **"Law"** means those applicable federal and state statutes, regulations, codes, ordinances, agency directives, binding court orders and other binding government requirements.

14.31 **"License Term"** means the period set forth in an Order Form for which Client has purchased the applicable Software license.

14.32 **"Lives"** means the net number of individuals whose data is stored in the database of Company Software, regardless of Data Source, as measured by the master patient index.

14.33 **"LGR"** or **"Limited General Release"** means versions of the Software and/or Services made available by Company on a limited general release basis.

14.34 **"Loss"** means any damage, loss, cost, expense, or liability incurred by a person or entity.

14.35 **"Master Agreement"** means, collectively, all Order Forms, General Terms and Conditions Schedule, Business Associate Schedule and all other Schedules, Exhibits, Attachments, Statement of Works and Addenda, if any, entered into between the parties and as delineated in any Order Form(s).

14.36 **"Maintenance Services"** means those support services made available by Company on the Products and Services as more fully delineated here: Maintenance Services.

14.37 **"Metric"** means each standard specified by Company in the Order Form or applicable Schedule that describes either: (i) the scope of Client's rights to use the Software and/or Services, as applicable or (ii) the measure by which Client's use of the applicable SaaS offering will be calculated and charged as reported to Client in periodic reports.

14.38 **"Non-Production Instance"** means an additional installation of Company Software used to directly support one or more Production Instances – Including, but not limited to, system used to test or stage software configurations or interfaces prior to deployment in a Production Instance, development environment, passive standby or failover system, or a demo/training system.

14.39 **"Order Form"** means each sales order form that is executed between Client and Company for Client's procurement of Products and Services.

14.40 **"Party"** means Company or Client, as applicable.

9

General Terms and Conditions

14.41	**"Personnel"** means, with respect to each Party, such Party's officers, employees and contractors.
14.42	**"Population Limit"** means the Metric based on the maximum number of Lives allowed under the Company Software.
14.43	**"Practice License"** means each distinct and separate server license required by the NextGen® Enterprise software for: (1) each tax identification number associated with Client and its Affiliated Organizations and/or (2) each separate Group of Charts kept by Client and its Affiliated Organizations within the Software.
14.44	**"Products"** means one or more of the following procured from Company by Client as set out in an Order Form: Company Technology, Third Party Software, Content, Company Hardware, and Third-Party Hardware.
14.45	**"Production Instance"** means is an Instance that is used to serve the primary purpose for which Client has purchased a license to use Company Software - including but not limited to, primary system housing or handling live production data, secondary system used for reporting purposes, additional active system used to distribute or segregate load
14.46	**"Provider"** means any licensed provider of healthcare services, including physicians, osteopathic physicians, dentists, optometrists, physical therapists, nurse practitioners, physician assistants and all other licensed providers.
14.47	**"SaaS"** means Company services that (A) make Software functionality accessible to Client on a subscription basis via the Internet and a browser as more specifically set forth in the applicable User Materials and (B) are identified as "SaaS" on an Order Form.
14.48	**"Schedule"** means a written document executed by both Parties or incorporated by reference into an Order Form, which describes additional terms, related to Products and Services.
14.49	**"Service(s)"** means each service procured from Company under one or more Order Forms, including Implementation Services, Software Maintenance Services, Hardware Maintenance Services, Consulting Services, eLearning services, and Managed Cloud Service as such terms are defined in the applicable Schedule.
14.50	**"Service Term"** means the period set forth in an Order Form or applicable Schedule for which Client has purchased the applicable Service.
14.51	**"Software"** means Company Software and Third-Party Software.
14.52	**"Special Program"** means any governmental or non-governmental program, project, grant, incentive-based opportunity, plug-in, extension use case or other program relating to Client's business.
14.53	**"Statement of Work"** means a written document executed by the Parties or incorporated by reference into an Order Form that describes specific Implementation Services or Consulting Services to be provided by Company as well as any deliverable(s) or milestone(s).
14.54	**"System"** means collectively, the Company Software, appropriate Third Party database software, operating system software, Third Party Materials and other hardware, software and items described in an applicable Statement of Work functioning together as a single system.
14.55	**"Third Party"** means any person or entity other than Company or Client.
14.56	**"Third Party Hardware"** means equipment and other hardware distributed under a Third Party's brand that is purchased or rented by Client from Company under an Order Form.
14.57	**"Third Party Materials"** means Third Party Software, Third Party Services and Third Party Hardware.
14.58	**"Third Party Services"** means Third Party services identified in an Order Form that are offered and/or made available by and/or through Company, under a Third Party's brand and are accessed and/or used by Client.
14.59	**"Third Party Software"** means Third Party software and/or content (A) identified as Third Party Software in an Order Form or otherwise identified and provided to Client in connection with Client's permitted use of Company Software, including related data, graphics, subscriptions, libraries, diagnosis and procedure code sets, and patient education and drug interaction databases and (B) in the case of Hardware, Third Party software pre-installed on such Hardware including BIOS, firmware, operating systems and similar technology.
14.60	**"Update(s)"** means any patch, fix, improvement, enhancement or change to Company Software that Company makes commercially available at no additional charge to customers in connection with Software Maintenance. Updates do not include additional modules and/or capabilities for which Company or any Third-Party provider charges a separate license fee.
14.61	**"User Materials"** means the documentation provided by Company relating to the general released versions of Products and Services, including user guides, technical manuals, release notes, installation instructions, information pertaining to maintenance services and online help files regarding use of Software, and all updates thereto.
14.62	**"Virus"** means viruses, worms, and other malware or malicious code intended to cause or that cause computers or systems to fail to act properly or to function in an unintended manner or permit unintended access to such computers or systems by any Third Party. License keys and other functionality intentionally inserted in Software by the licensor are not Viruses.

10

NEXTGEN HEALTHCARE

REQUEST FOR PROPOSAL RESPONSE

West Virginia RFP

Date: 4/13/2021

Contact: Jim Shaughnessy
Phone: 1 (631) 664-9644
Email: jshaughnessy@nextgen.com

nextgen

![nextgen. health care logo]

Confidentiality Statement

- This document contains certain confidential, non-public and/or proprietary information (collectively, "Confidential Information") including, but not limited to, the products, business, affairs, technology and financial condition of NextGen Healthcare, Inc. and its subsidiaries and affiliates (collectively "Company"). By accepting a copy of this document, the recipient agrees that neither this document nor any of the Confidential Information will be used by it (or its advisors or any other third party) for any purpose other than evaluating the purchase by the recipient of Products and/or Services from Company. The recipient of this document agrees that it will not disclose any of the Confidential Information to any person or entity (other than its advisors who agree, in writing, to abide by the confidentiality terms of this Agreement) without the prior written consent of Company, except as required by applicable law or legal process. This document is and shall remain the property of Company at all times and shall not be disclosed to any other third party person or entity (other than its advisors) without the express prior written consent of Company. This document does not constitute a contract or binding obligation of Company and nothing contained in this document shall be deemed to constitute a representation or warranty by Company regarding any matter, including, without limitation, a representation or warranty regarding the use or functionality of any Product. To the extent there is a discrepancy between the functionality described in this document and as described in the applicable Product's User Materials, the Product's User Materials shall control. The license, purchase, and/or use by the recipient of any Product or Service referred to herein shall be subject solely to separate agreements entered into between Company and the recipient.

- Some modules listed in this document are considered optional and may or may not be included in an actual proposal.

- Due to the dynamic, evolving nature of the medical industry, some information is subject to change without notice.

- The answers provided in this document are based on our interpretation of the content, intent, and/or understanding of question and statement as they are posed. Our answer may be based on the availability or substitution of equivalent methodologies based on our understanding.

- Some answers provided might be dependent on specific application-parameter definitions that may or may not be utilized by your organization.

- At the discretion of this document's author, some answers may or may not be based on preceding or succeeding questions.

- Some responses to feature and functionality questions may be based on the assumption that multiple Company applications can be combined to satisfy the request.

- Some questions or statements posed by your organization may be addressed with a positive answer if the Company application suite, or any of the tertiary applications or modules provided by our Company, address the stated needs in a manner that is outside the scope of the question's subject. (i.e., a question regarding managed care capabilities that is satisfied within the patient registration module.)

nextgen.

TABLE OF CONTENTS

nextgen.

Cover Letter

4/13/2021

Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

To Whom it May Concern

Thank you for giving NextGen Healthcare the opportunity to respond to the West Virginia RFP. We are excited about working with you and your staff during the evaluation process.
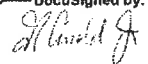
The information for your NextGen Healthcare contact is listed below:

Jim Shaughnessy
Sales Executive
795 Horsham Road
Horsham, PA 19044
+1 (631) 664-9644
jshaughnessy@nextgen.com

By signing and submitting this RFP, NextGen Healthcare is not automatically agreeing to all terms and conditions stated in the RFP. However, NextGen Healthcare is willing to discuss contractual clause parameters deemed important during a finalist vendor stage. Moreover, given that certain questions and responses within any RFP are subject to interpretation, please be assured that should any conflict arise in interpretation over a response within the RFP, both NextGen Healthcare agrees to work with you, cooperatively and in good faith, to arrive at a mutually agreeable understanding.

We look forward to discussing our relationship with you further.

Sincerely,

DocuSigned by:

F150D633B65842A...
James Arnold
Chief Financial Officer
NextGen Healthcare, Inc.

---

nextgen.

Section 1 – Executive Summary

Executive Summary

As a health information technology software and services company, NextGen Healthcare empowers the transformation of ambulatory care by supporting physicians and other healthcare clinicians, their office staff, and the communities they serve. Our commitment is to enable clinical practices to achieve their unique objectives by providing our best ideas, capabilities, and support.

Our goal is to become your trusted partner—together forging a better path forward along your journey to value-based care. We provide solutions tailored to your practice's specific needs. You can achieve greater profitability, improve the patient experience, deliver better outcomes, and enjoy a better quality of life.

Clinical Care Solutions

Our clinical solutions enable access to complete and accurate patient information, allowing your care team to focus on what matters most—your patients. Accurate, efficient documentation supports effective coordination of care and saves time. It can help diagnose diseases and reduce—and prevent—errors, while improving clinical and financial outcomes.

- Streamline clinical workflows with specialty-specific, customizable content
- Stay current with regulatory documentation and compliance requirements
- Document with mobile, when and where you want, and save time
- Incorporation of transcription and scribing services

Financial Management Solutions

Providing more than just billing and collections, our financial management encompasses all functions that effectively capture revenue at the lowest cost. Our goal is to catch coding and billing errors as soon as we can and help prevent rejection. Errors are expensive—the further an error travels through the cycle, the more-costly recovery becomes.

- Provide a more informative and engaging check-in and billing experience for patients
- Automate charge creation and create custom coding rules
- Maximize financial performance with clean claims and A/R management
- Recover everything you've earned with customized contract turnkey contract audit and recovery

Patient Engagement

It is proven that high patient engagement leads to improved health outcomes. The good news—patients want to be engaged in their healthcare. Our technology makes it more feasible than ever.

- Improve patient engagement and decrease staff time spent on tedious tasks
- Easily send personalized communication to patients using automated technology

Population Health Solutions

Population health management is the aggregation and analysis of patient data from multiple sources. By gathering, organizing, and analyzing relevant patient data, you can make better decisions and improve both clinical and financial outcomes.

- Prioritize patient outreach with integrated risk stratification and gaps in care insights
- Leverage data analytics to provide enhanced, holistic patient care
- Achieve value-based payment goals in quality measures and variation management

Connected Health Solutions

Interoperability is the ability of different information technology systems to communicate and exchange usable data. In the practice of healthcare, interoperability supports your ability to work effectively with other caregivers within and across organizational boundaries.

- Access and share patient information seamlessly through a national data exchange
- Remain independent and provide optimal care with cost-efficient interoperability
- Access clinical data with easy-to-activate plug-and-play APIs for easy data exchange
- Consolidate data from disparate systems for a single source of truth across the community

A partner you can trust

For the second year in a row, NextGen Healthcare has been named Best in KLAS for Practice Management.

This award is a testament to our investment in and commitment to delivering highly automated solutions that drive healthy, predictable financial outcomes for independent ambulatory groups.

Our award-winning solutions become better each year thanks to the tireless effort and ingenuity of our employees and the insightful feedback from our clients.

- KLAS Research: A top tier healthcare IT data and insights company that surveys our clients (randomized, unbiased & impartial).

- BLACK BOOK'S— A organization that focuses on Quality, Engagement and Business Performance.

- Frost & Sullivan — We received the North American Enabling Technology Leadership Award in the Ambulatory Revenue Cycle Management (RCM) Services Market.
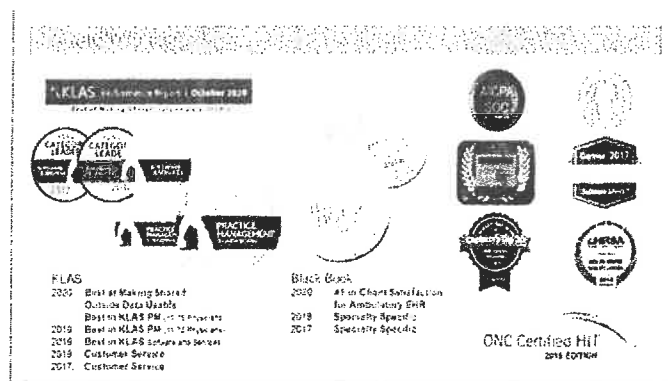
We appreciate you including NextGen Healthcare in your selection process for State of West Virginia and are excited about working with you and your staff in the process of evaluating our solution.

Section2 – Qualifications

3. QUALIFICATIONS: Vendor, or Vendor's staff if requirements are inherently limited to individuals rather than corporate entities, shall have the qualifications listed below. Compliance will be determined prior to contract award by the State through documentation provided by the Vendor with its bid; or upon request, Vendor must provide any documentation requested by the State to assist in confirmation of compliance with this provision. References, documentation, or other information to confirm compliance with this experience requirement are preferred with the bid submission but may be requested after bid opening and prior to contract award.

3.1 Vendor must be an American Society for Addiction Medicine (ASAM) authorized distributor of ASAM CONTINUUM™ and ASAM CO-Triage®.

NextGen Healthcare offers integration with the ASAM systems.

3.2 Vendor must have a minimum of two years of experience working with ASAM on ASAM CONTINUUM™ and ASAM CO-Triage®. Information can be found at: https://www.asam.org/asam-criteria/software

NextGen Healthcare has offered integration with the ASAM systems for over two years.

3.3 Vendor must have a minimum of two years of experience developing software systems that capture and report data for the federal Substance Abuse and Mental Health Services Administration's (SAMHSA) State Opioid Response grant and SAMHSA Substance Abuse Prevention and Treatment and Community Mental Health Block Grants. Vendor will transfer TEDs data in a format approved by BBH/MIS.

nextgen. health care

NextGen Behavioral Health Suite 3.0 contains three new behavioral health-specific, built-in reports as well as 29 new UDS quality metric reports required by the SAMHSA CCBHC initiative. The UDS reports are only relevant to clients who are/have become a Certified Community Behavioral Health Clinic.

3.4 Vendor must have a minimum of two years of experience developing software systems that capture and store federal Government Performance and Results Act (GPRA) data and upload data into the SAMSHA Performance Accounts ability and Reporting System (SPARS).

Yes, NextGen has over 2 years' experience with SAMSHA

3.5 Vendor must have two years of experience developing software systems that capture and report data regarding the Medicaid 1115 Waiver and 42 CFR Part 2 consent and referrals. Information can be found at: https://www.samhsa.gov/about-us/who-we-are/lawsregulations/confidentiality-regulations-faqs

Yes, NextGen has over 2 years' experience with Medicaid reporting.

Section 3 – Mandatory Requirements:

4.1 Mandatory Contract Services Requirements and Deliverables:

Contract Services must meet or exceed the mandatory software and integration requirements the web-based data collection and reporting system as listed below.

Please see below and General Terms.

4.1.1 Software and Integration Requirements for Web-Based Data Collection System Software must track and allow users access to data and information appropriate to their access level.

NextGen Financial Analytics provides practices with a fully managed Web-based analytics platform which tracks more than 51 KPIs on a daily basis to measure practice performance. The tool is configurable to individual client environments and uses 'drillable' dashboards and filters to isolate trends and determine areas for improvement. The solution is accessible from any computer or mobile device without software installation. The NextGen system uses standard user group role-based permission sets, which are configured using the System Administrator Module, to allow or restrict access to specific applications, operations, modules, templates, documents, etc. based on their role in the practice.

4.1.2 Software must have the capability to collect all SAMHSA required GPRA data and submit data to SPARS nightly. Information can be found at: https://www.samhsa.gov/grants/gpra-measurement-tools and https://spars.samhsa.gov/

NextGen Behavioral Health Suite 3.0 contains three new behavioral health-specific, built-in reports as well as 29 new UDS quality metric reports required by the SAMHSA CCBHC initiative. The UDS reports are only relevant to clients who are/have become a Certified Community Behavioral Health Clinic.

4.1.3 Software must include a 42 CFR Part 2 consent and referral process. Information can be found at: https://www.samhsa.gov/about-us/who-we-are/lawsregulations/confidentiality-regulations-faqspe

NextGen® Health Data Hub's Protected Data features allow you to meet 42 CRF Part 2 requirements and can support all local state guidelines for substance abuse disorder data segregation.

nextgen

4.1.4 Software must allow and support access to approximately 550 users throughout West Virginia. Software must also include access and support for approximately 40 CO-Triage® users. Software must allow for the assignment of differing levels of system access to those users. External users will consist of clinical providers, treatment providers, WVDHHR staff, federal grant funded programs, and others as identified by BBH. Costs of any necessary licenses to support the software must be included in the bid.

NextGen system is a fully scalable system that is able to meet all current and future growth. The NextGen system uses standard user group role-based permission sets, which are configured using the System Administrator Module, to allow or restrict access to specific applications, operations, modules, templates, documents, etc. based on their role in the practice.

4.1.5 Software must create ad-hoc reports as identified in 3.1 Mandatory Contract Services Requirements, Deliverables, and Timeline. Reports should be able to be run by both internal and external users based upon the level of access to the system. Other reports will be added as needed.

NextGen provides integrated ad-hoc reporting capabilities that allow your users to easily create, customize, generate and save custom reports for advanced tracking and analysis No additional cost.

4.2 Standards of Privacy and Security

4.2.1 Software must provide support for HIPAA compliance.

NextGen Healthcare follows and is compliant with the HIPAA Security and Breach Notification Rules under the Health Information Technology for Economic and Clinical Health Act (HITECH Act). NextGen Healthcare is actively engaged with third-party CPA Firms to be able to validate its practices. The products provided to customers are designed and in alignment with security best practices and standards including:
- HITRUST Security Certification
- SOC 2 Type II (Security, Availability Confidentiality Trust Domains
- DTAAP-HISP
- HNAP-EHN
- ONC Certified HIT

---

nextgen.

- **Health Insurance Portability and Accountability Act (HIPAA)**
- **Common Security Framework and NIST Cybersecurity Framework adoption**

4.2.2 All data is property of the WVDHHR, BBH.

4.2.3 Upon termination of the contract, the WVDHHR, BBH will own all data collected and stored within the web-based data collection system. This will include all historical data to ensure the State can meet all federal reporting requirements. The Vendor will turn all data over to WVDHHR, BBH. Vendor will work with identified
REQUEST FOR QUOTATION CRFQ BHS2100000003 Web-Based Data Collection System
Revised 12/12/2017

The customer owns the clinical information. Should a customer decide to leave NextGen we would provide the customer with the original SQL Server data file as well as a data dump to a format supported by MS SQL Server and chosen by client. Any further assistance requested by customer would be provided on a time and materials basis..

BBH staff to determine the format of the data transfer. Data transfer would be conducted within 90 days of contract termination.

Contractual Terms can be discussed during a vendor finalist stage.

4.2.4 Vendor must sign a security safeguards policy and confidentiality agreement and ensure privacy of data prior to contract award. These can be found at:
https://privacy.wv.gov/privacypolicies/Pages/default.aspx

We are willing to discuss contractual terms deemed important during a finalist vendor selection

4.2.5 The vendor will maintain application security to prevent unauthorized access to or disclosure of data transmissions.

NextGen Healthcare follows and is compliant with the HIPAA Security and Breach Notification Rules under the Health Information Technology for Economic and Clinical Health Act (HITECH Act). NextGen Healthcare is actively engaged with third-party CPA Firms to be able to validate its practices. The products provided to customers are designed and in alignment with security best practices and standards including:
- HITRUST Security Certification
- SOC 2 Type II (Security, Availability Confidentiality Trust Domains
- DTAAP-HISP
- HNAP-EHN
- ONC Certified HIT
- Health Insurance Portability and Accountability Act (HIPAA)
- Common Security Framework and NIST Cybersecurity Framework adoption

4.2.6 Vendor must provide agency with a Security, Privacy, and Confidentiality Plan within 30 calendar days of contract award.

Please see the attached Security white sheet.

4.2.7 The vendor will provide privacy protections equivalent to those provided by Standards for Privacy of Individually Identifiable Health Information, 45CFR Part 160 and Sub-Parts A & E of Part 164. https://www.hhs.gov/sites/default/files/indroduction.pdf

NextGen Healthcare follows and is compliant with the HIPAA Security and Breach Notification Rules under the Health Information Technology for Economic and Clinical Health Act (HITECH Act). NextGen Healthcare is actively engaged with third-party CPA Firms to be able to validate its practices. The products provided to customers are designed and in alignment with security best practices and standards including:
- HITRUST Security Certification
- SOC 2 Type II (Security, Availability Confidentiality Trust Domains
- DTAAP-HISP
- HNAP-EHN
- ONC Certified HIT
- Health Insurance Portability and Accountability Act (HIPAA)
- Common Security Framework and NIST Cybersecurity Framework adoption

4.2.8 The vendor will notify the WVDHHR, BBH immediately by phone and email, provided upon award of contract, of any unlawful or unauthorized use or disclosure of PHI of which they become aware, if the data is determined to have been compromised. The vendor will provide all necessary details including, but not limited to, what data was compromised, when, how and by whom; and when they first

became aware; and, they will provide a corrective action plan as to how any unlawful or unauthorized access will be avoided in the future.

See above as well as attached General Terms.

4.2.9 The vendor will work with the WVDHHR, BBH and investigate and comply with any state or federal laws http:www.technology.wv.gov/SiteCollectionDocuments/Policies%20Iss ued%20by %20the%20CTO/2017PO1001SecuritySept2016.pdf) if any unlawful or unauthorized use for disclosure occurs including, but not limited to, payment of amounts deemed reasonable and necessary to mitigate the effects of breach.

Yes, please see the attached terms.

4.2.10 The vendor will document and keep current its security measures as required by applicable law http:www.technology.wv.gov/SiteCollectionDocuments/Policies%20Iss ued%20b y%20the%20CTO/2017PO1001SecuritySept2016.pdf).

NextGen Healthcare follows and is compliant with the HIPAA Security and Breach Notification Rules under the Health Information Technology for Economic and Clinical Health Act (HITECH Act). NextGen Healthcare is actively engaged with third-party CPA Firms to be able to validate its practices. The products provided to customers are designed and in alignment with security best practices and standards including:
•HITRUST Security Certification
•SOC 2 Type II (Security, Availability Confidentiality Trust Domains
•DTAAP-HISP
•HNAP-EHN
•ONC Certified HIT
•Health Insurance Portability and Accountability Act (HIPAA)
•Common Security Framework and NIST Cybersecurity Framework adoption

4.2.11 In the event of termination of vendor services, the vendor will surrender and transfer all data to WVDHHR, BBH, allowing for

electronic download (file transfer protocol or FTP) within 90 days. After confirmation of successful transfer, the vendor will destroy all data to ensure data privacy. Please refer to 4.1.2.3.
 REQUEST FOR QUOTATION   CRFQ BHS2100000003 Web-Based Data Collection System
Revised 12/12/2017

Should a customer decide to leave NextGen we would provide the customer with the original SQL Server data file as well as a data dump to a format supported by MS SQL Server and chosen by client. Any further assistance requested by customer would be provided on a time and materials basis. Please see the attached General Terms. NextGen Healthcare is willing to discuss contractual terms deemed important during a finalist vendor selection

4.2.12 At the conclusion of the contract, or if the contract becomes void for any reason, all data (active directory users, databases and other pertinent licenses and software) will revert to the ownership of the WVDHHR, BBH.

NextGen Healthcare does not own any data. Please see the attached General Terms.

4.2.13 Contract item must meet or exceed the mandatory requirements listed below. Vendor should provide with their bid a copy of any hardware or software licensing and/or support terms and conditions which the State of West Virginia or the Agency must agree to or accept, either in writing or digitally, in order to order and receive the commodities or services offered as part of this contract. Written terms will be required prior to the award of any contract resulting from this solicitation. Failure to provide additional terms and conditions may result in disqualification of the vendor's bid.

Please see the attached general terms.

nextgen.

Section 4 – Deliverables, Scope of Work, and Timeframe:

4.3.1   Three optional one-year renewals.

4.3.2   Deliverable 1: ASAM CONTINUUM™ and CO-Triage® Integration
4.3.2.1 The software application must utilize and integrate the ASAM CONTINUUM™ computerized structured interview and clinical decision support system (CDSS).

We do offer ASAM integration and Clinical decision support.

4.3.2.2   The ASAM CONTINUUM™ comprehensive assessment will provide the treatment team with a means to conduct a biopsychosocial assessment of patient needs along the six ASAM Dimensions and determine a final recommended ASAM Level of Care placement, while facilitating utilization review. The decision engine must use research-quality questions (including tools such as the Addiction Severity Index or ASI; Clinical Institute Withdrawal Assessment for Alcohol or CIWA; and the Clinical Institute Narcotic Assessment or CINA) to generate a comprehensive patient report that includes the level of care placement.

We do offer ASAM integration and Clinical decision support.

4.3.2.3   Software application must utilize and integrate the short, 21-question ASAM CO-Triage® screener to deliver a preliminary ASAM Level of Care placement recommendation.

We do offer ASAM integration and Clinical decision support.
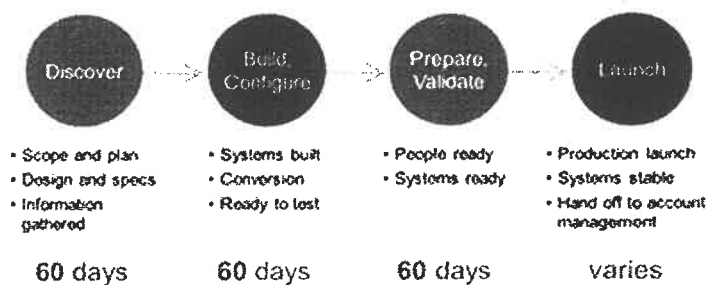
![nextgen healthcare logo]

4.3.2.4 Timeline: Completion within twelve weeks of contract award.
 REQUEST FOR QUOTATION   CRFQ BHS2100000003 Web-Based Data Collection System
Revised 12/12/2017

Contractual terms can be discussed at a finalist stage. For General timelines please see below.

Our Approach Is Simple, and Streamlined for You

Discover	Build, Configure	Prepare, Validate	Launch
• Scope and plan • Design and specs • Information gathered	• Systems built • Conversion • Ready to test	• People ready • Systems ready	• Production launch • Systems stable • Hand off to account management
60 days	60 days	60 days	varies

4.3.3. Deliverable 2: Statewide Bed Waitlist and Management Module

4.3.3.1 Provide a real-time, statewide/countywide bed availability and waitlist management module. Module must allow for the management of any program or modality of care across West Virginia, specifically the monitoring of inpatient hospital, psychiatric residential treatment facility, or other residential beds. Module must have the ability to provide compliance with requirements for priority access outlined in federal 45 C.F.R. § 96.131 Treatment Services for Pregnant Women and State §9-5-24, as well as availability of open spots for individuals not identified in federal regulations.

The Residential Bed Board practice template contains a list of all clients and any dependents admitted to a residential program so that you can keep track of the client as they change locations on site. The filters enable you to filter the list of clients and are user specific: the last filter selected before saving and closing the practice template remains selected when that user accesses the template again. The bed board can track census by facility

4.3.3.2 Module must record and store authorization for care for residential services or other levels of care as part of the official client record.

Consent forms can be uploaded and stored within the system.

4.3.3.3 Module must have the capability to allow BBH to track identified block grant data, and data regarding timely access to care as required by the Medicaid 1115 Waiver.

The secure hosting services help significantly manage cost; as well as data analytics that help support grant funding.

4.3.3.4 Module must be integrated within the larger, overall data reporting and case management software application.

NextGen Report Writer is an integrated ad-hoc report writer that gives you the ability to easily create, customize, generate, print and memorize custom reports without complex third-party reporting tools or vendor intervention.

4.3.3.5 Timeline: Completion within twelve weeks of contract award.

Contractual terms can be discussed at a finalist stage. For General timelines please see below.

Our Approach Is Simple, and Streamlined for You

Discover	Build, Configure	Prepare, Validate	Launch
• Scope and plan • Design and specs • Information gathered	• Systems built • Conversion • Ready to test	• People ready • Systems ready	• Production launch • Systems stable • Hand off to account management
60 days	60 days	60 days	varies

4.3.4 Deliverable 3: State Opioid Response (SOR) Grant GPRA Reporting Module

Prescription Drug Monitoring Program (PDMP)
As a managed service, NextGen Healthcare's software enables a single point of connectivity between state PDMPs, EHR vendors, and health systems—with comprehensive industry analytics to enable opioid stewardship strategies, identify patients at risk for adverse events, and facilitate early intervention and improved clinical outcomes.

4.3.4.1 Module must allow for the entry of basic client data (utilizing the same profile as ASAM CONTINUUM™ and CO-Triage®) and entry of a client's intake and enrollment into the SOR program of care, including the collection of evidence-based service type and level of care. The use of evidence-based screeners and assessments for this module should include the Addiction Severity Index (ASI), ASI Lite, and ASAM criteria.

NextGen Enterprise EHR utilizes templates to store demographic and medical information of patients. Templates simplify the entire process of recording medical information and save time by avoiding the routine of dictation and transcription of records. NextGen Enterprise EHR can be installed with a number of pre-existing templates. In addition, NextGen Enterprise EHR enables you to either generate user-defined templates or customize these pre-loaded templates in order to meet the practice needs. All of the data entered into a NextGen Enterprise EHR template could later be used for statistical reports, documentation generation as well as further review of the patient's information.

4.3.4.2 Ability to enter a Government Performance and Results Act (GPRA) entry record, at client intake, six-months post-intake, and at client discharge.
 REQUEST FOR QUOTATION   CRFQ BHS2100000003 Web-Based Data Collection System
Revised 12/12/2017

Computerized Physician Order Entry (CPOE) is the process of electronically capturing and transmitting medical treatment instructions, including medication, laboratory and radiology orders. CPOE is a core Meaningful Use criteria objective for hospital-based and ambulatory electronic health record (EHR) systems.

The CPOE in NextGen EHR enables you to search, select and order one or multiple laboratory, radiology and immunization items in a simple workflow. You can select the items to order using the Order Search Bar, list of

favorites or list of frequently ordered items. Based on your order selection, CPOE's built-in decision support system automatically performs various critical checks, such as Medical Necessity Check, Appropriate Use Criteria (AUC) and Allergy Check. The results from these checks assist you in selecting the most appropriate order item for the patient's condition.

4.3.4.3 Include a tracking and reporting system which identifies clients due for follow-up screening and alerts in accordance with GPRA. Tracking and reporting system should also allow the provider and/or BBH to monitor compliance with GPRA timeliness mandates. System will also include the ability to track clients placed into any program of care, including the evidence-based criteria used for that program, and the client's level of care or service level. Software system will record the length of time (days) that a client is treated in the program and the reasons for disenrollment/discharge.

NextGen Report Writer is an integrated ad-hoc report writer that gives you the ability to easily create, customize, generate, print and memorize custom reports without complex third-party reporting tools or vendor intervention.

4.3.4.4 Must perform nightly automated uploads of GPRA data into the SPARS.

Uploads can be scheduled. Yes, with NextGen Background Business Processor (BBP), you can schedule memorized reports in NextGen Ambulatory EHR to generate automatically—further automating practice operations. Using NextGen BBP, you can schedule reports to automatically generate at the time of your choosing, automatically export report data to Excel, and e-mail the exported file to the appropriate personnel—all without user intervention.

4.3.4.5 Ability for multiple agencies to enter data regarding optional tracking of naloxone purchase, distribution and use. Must also provide state-level aggregate data.

Any user from any location can enter information as long as the system administrator has granted them permission.
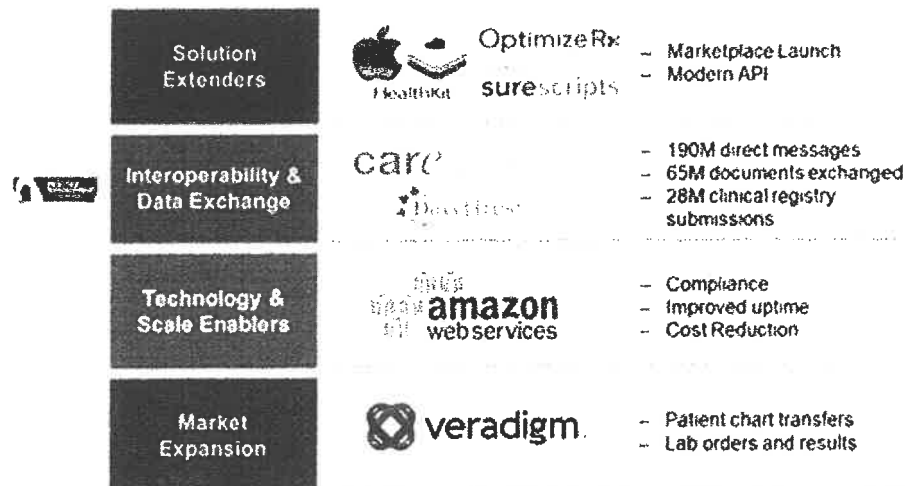
4.3.4.6 Ability to generate ad-hoc reports for any data within the system. Report generation should have a web-based connection for deployment, which will allow reports to be accessed over the internet by all system users.

with NextGen Background Business Processor (BBP), you can schedule memorized reports in NextGen Ambulatory EHR to generate automatically—further automating practice operations. Using NextGen BBP, you can schedule reports to automatically generate at the time of your choosing, automatically export report data to Excel, and e-mail the exported file to the appropriate personnel—all without user intervention. These can be accessed by anyone with permission at any location.

4.3.4.7 Must perform a nightly transfer of all collected data to a State of West Virginia identified/owned SQL server in a format required by BBH.

With NextGen® Share, users can easily exchange clinical information with external entities, such as hospitals and health systems, state and government agencies, referral groups, labs, and pharmacies.

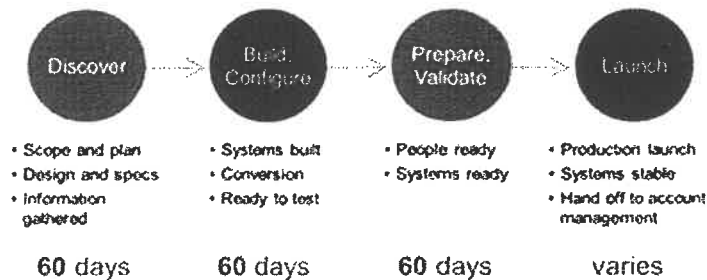We've Leveraged Partners, Broadening Our Ecosystem and Scale

Solution Extenders	HealthKit, OptimizeRx, surescripts	– Marketplace Launch – Modern API
Interoperability & Data Exchange	care, Dovetree	– 190M direct messages – 65M documents exchanged – 28M clinical registry submissions
Technology & Scale Enablers	amazon web services	– Compliance – Improved uptime – Cost Reduction
Market Expansion	veradigm.	– Patient chart transfers – Lab orders and results

4.3.4.8 Timeline: Completion within twelve weeks of contract award.

Contractual terms can be discussed at a finalist stage. For General timelines please see below.

Our Approach Is Simple, and Streamlined for You

Discover	Build, Configure	Prepare, Validate	Launch
• Scope and plan	• Systems built	• People ready	• Production launch
• Design and specs	• Conversion	• Systems ready	• Systems stable
• Information gathered	• Ready to test		• Hand off to account management
60 days	60 days	60 days	varies

4.3.5 Deliverable 4: Prevention Module

4.3.5.1 Prevention module must be designed to follow SAMHSA's Strategic Prevention Framework (SPF) model, which will allow BBH to establish prevention plans and have coalitions and other providers implement work in accordance with those plans. Module will provide a method of capturing all workflow and payment data related to services, core functions supporting treatment, prevention, and recovery services. REQUEST FOR QUOTATION CRFQ BHS2100000003 Web-Based Data Collection System
Revised 12/12/2017

NextGen Behavioral Health Suite unites traditionally disparate data—typically contained within separate medical, dental, and mental health records—into one record on a single platform. Clinicians can now see a comprehensive view of a patient's record and share the information seamlessly. And with NextGen® Share, users can easily exchange clinical information with external entities, such as hospitals, referral groups, labs, and pharmacies.

The new suite facilitates the delivery and administration of behavioral health services in a wide range of settings, including:

• Substance use programs for alcohol, drugs, and opioids in residential treatment, detox, intensive outpatient services, partial hospitalization, and medically managed inpatient services
• Mental health services at inpatient psychiatric hospitals, psychological services, and psychiatric rehab services
• Family services for children, youth, adults, and families
• Individual and group therapy
• Crisis intervention and risk assessment for suicide prevention, sexual assault, abuse, and other life crises
• Child services ranging from learning disabilities to moderate and serious mental illness
• Case management including assessment, planning, and coordination in delivery of services to meet individual

or family health needs
• Peer support programs that promote recovery through education, role modeling, and empowerment

In addition, NextGen Care Plan Template enables you, as a care coordinator, to create an action plan to address specific patient health concerns and to monitor patient progress toward addressing the identified concerns. Care template can:
Define and maintain a care plan for a patient, including health concerns, goals, interventions and outcomes
Record the functional and cognitive status of patient
Define, track and review interventions by multiple providers and agencies
Track the overall progress of the patient toward achieving defined goals
The Care Plan template can be accessed from the Care Plan link on the Navigation bar and available for ALL specialties. The template consists of the following panels:
Add/Edit Health Concerns- Consolidate a patient's categorized health concerns from a number o sources within the application. Health concern categories include allergy, vital signs, social history, smoking and tobacco use and others. Providers can choose which health concerns to manage from the presented list of concerns.
Patient Care Team Members - Displays information about a patient's care team and enables the provider to update the care team as needed by adding new members and modifying existing members.
Functional and Cognitive Assessment Status-Enables a provider to record a functional and cognitive assessment of the patient
Goals, Interventions and Outcomes - Enables a provider to define goals, identify interventions and track outcomes for identified patient health concerns.
Care Plan History - Presents a history of a patient's care plan, including identified concerns, goals, interventions and outcomes. The history is presented in order by encounter date.
The template includes an At A Glance panel that summarizes the care plan-related activities for the current encounter.

Providers can also generate a care plan document from the Care Plan template and save the document as part of the encounter history,

4.3.5.2 Must capture all SAMHSA Substance Abuse Prevention and Treatment Community Mental Health Program Grants submission data.

NextGen Behavioral Health Suite 3.0 contains three new behavioral health-specific, built-in reports as well as 29 new UDS quality metric reports required by the SAMHSA CCBHC initiative. The UDS reports are only relevant to clients who are/have become a Certified Community Behavioral Health Clinic.

4.3.5.3 Develop block grant reports in accordance with identified BBH needs to assist with federal data reporting guidelines. At a minimum, captured data will include the delivery of community-based services, services delivered to individuals, tracking of all funding (planned and expended) for community or individual services, and the ability to bill for individual services.

nextgen.

NextGen provides integrated ad-hoc reporting capabilities that allow your users to easily create, customize, generate and save custom reports for advanced tracking and analysis In addition, with NextGen Background Business Processor (BBP), you can schedule your memorized reports to automatically generate and print at specified times.
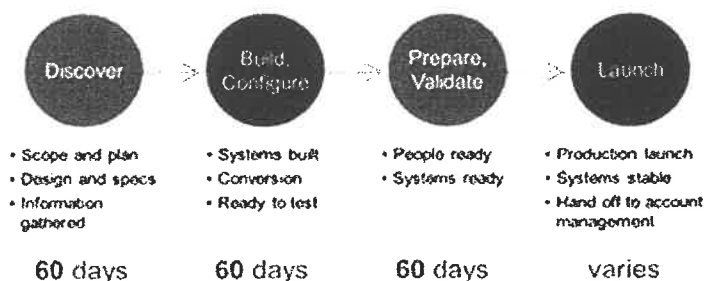
4.3.5.4 Module must allow State prevention staff to manage their own set of provider/coalition agencies by ensuring all data is separate from the treatment agencies in the application module.

Your system administrator can isolate data from anyone without the permission.

4.3.5.5 Timeline: Completion within twelve weeks of contract award.

Contractual terms can be discussed at a finalist stage. For General timelines please see below.

Our Approach Is Simple, and Streamlined for You

Discover	Build. Configure	Prepare, Validate	Launch
• Scope and plan • Design and specs • Information gathered	• Systems built • Conversion • Ready to test	• People ready • Systems ready	• Production launch • Systems stable • Hand off to account management
60 days	60 days	60 days	varies

4.3.6   Deliverable 5: User and Administrative/Technical Manuals

4.3.6.1 Vendor must provide a system User Manual and an Administrative/Technical Manual for the software system. Manuals should be made available via an electronic PDF and within the software system. The Administrative/Technical Manual should only be available in the software system to those who have an administrative-level account.
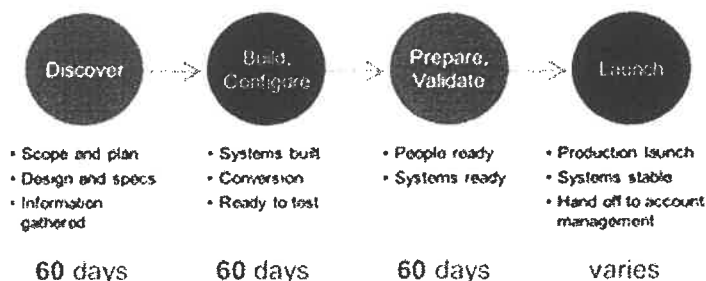
nextgen.

The NextGen User Manual and System Administration Manual are provided in electronic format. These manuals cover systems descriptions, limited technical references, systems operations, and maintenance and diagnostic procedures. All of the preparation materials are customized to each individual client and distributed as part of the implementation process.

4.3.6.2 Timeline: Completion within twelve weeks of contract award.

Contractual terms can be discussed at a finalist stage. For General timelines please see below.

Our Approach Is Simple, and Streamlined for You

Discover	Build, Configure	Prepare, Validate	Launch
• Scope and plan • Design and specs • Information gathered	• Systems built • Conversion • Ready to test	• People ready • Systems ready	• Production launch • Systems stable • Hand off to account management
60 days	60 days	60 days	varies

4.3.7 Deliverable 6: Training

4.3.7.1 Vendor must provide trainings as outlined in Attachment 2. All trainings must be conducted via interactive, live webinar due to the COVID-19 pandemic, except as noted for the ASAM CO-Triage® Training, which is an established, online course. The BBH will provide the vendor with a list of individuals who will receive the trainings. In the event that any on-site training was to be conducted, vendor would be responsible for all costs incurred for travel for staff attending the training and installation.

Full training needs will be assessed NextGen Healthcare's Learning Center provides courses, quizzes, tutorials and interactive simulations on all aspects of NextGen Enterprise EHR and PM. This online tool tracks each user's progress through learning materials and provides anywhere, anytime access, allowing users to become NextGen experts at their own pace and convenience.
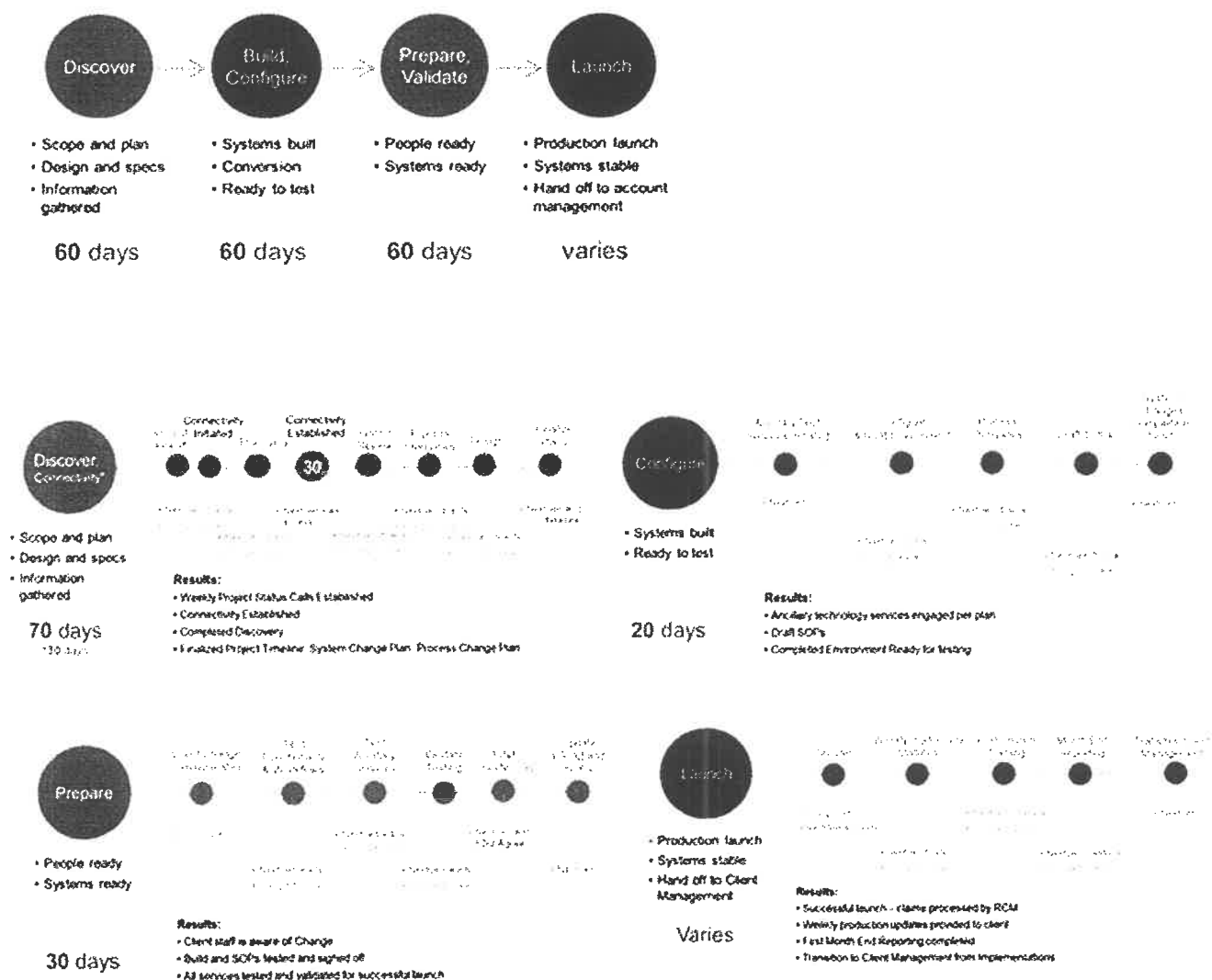
4.3.7.2 Timeline: Completion within sixteen weeks of contract award.
REQUEST FOR QUOTATION   CRFQ BHS2100000003 Web-Based Data Collection System
Revised 12/12/2017

Contractual terms can be discussed at a finalist stage. For General timelines please see below.

Our Approach Is Simple, and Streamlined for You

Discover	Build, Configure	Prepare, Validate	Launch
• Scope and plan • Design and specs • Information gathered	• Systems built • Conversion • Ready to test	• People ready • Systems ready	• Production launch • Systems stable • Hand off to account management
60 days	60 days	60 days	varies

Discover, Connectivity

• Scope and plan
• Design and specs
• Information gathered

70 days

Results:
• Weekly Project Status Calls Established
• Connectivity Established
• Completed Discovery
• Finalized Project Timeline, System Change Plan, Process Change Plan

Configure

• Systems built
• Ready to test

20 days

Results:
• Ancillary technology services engaged per plan
• Draft SOPs
• Completed Environment Ready for testing

Prepare

• People ready
• Systems ready

30 days

Results:
• Client staff is aware of Change
• Build and SOPs tested and signed off
• All services tested and validated for successful launch

Launch

• Production launch
• Systems stable
• Hand off to Client Management

Varies

Results:
• Successful launch - claims processed by RCM
• Weekly production updates provided to client
• First Month End Reporting completed
• Transition to Client Management from Implementations

4.3.8 Maintenance, Support, and Upgrades

4.3.8.1 Three optional one-year renewals.

Please see attached General terms and pricing.

4.3.8.2 Vendor will provide software, software support, and software licenses to all identified users, including WVDHHR central office users. Vendor will support its use Monday through Friday 8:00 am to 5:00 pm Eastern Standard Time, including State holidays.

Support is available Monday through Friday, between the hours of 8:30AM to 8:30PM EST except for holidays, unless otherwise specified in your contract. For Severity one critical issues we provide 24/7 365 days a year support which can be reported via a toll-free telephone number at no extra charge.

4.3.8.3 Vendor must perform daily system monitoring, with reporting and resolution of anomalies. Issues and anomalies should be reported directly to the identified BBH staff person (to be identified upon contract award) via email.

The system monitoring dashboard give you complete control of your interface environment. In addition, with NextGen Background Business Processor (BBP), you can schedule your memorized reports to automatically generate and print at specified times.

4.3.8.4 Vendor must host all system hardware, software, and all data.

NextGen Healthcare Managed Cloud Services (MCS) provides highly available, secure and scalable environments hosted in world class datacenter facilities provided Amazon Web Services. Amazon Web Services (AWS) provides industry leading datacenter facilities which NextGen Healthcare leverages to host client environments. Multiple geographically dispersed US based datacenters provided by AWS are utilized to deliver robust application access. All datacenters utilized within this framework carry industry standard certifications and are independently audited. With the rapidly evolving Healthcare industry, Managed Cloud Services provides organizations with the opportunity to remain agile while reducing overall costs associated with IT and IT Services.

4.3.8.5 As needed, vendor will troubleshoot anomalies, either independently or working with a current SAMHSA contractor.

NextGen has a formal escalation process to ensure that all issues are resolved to your satisfaction. An issue's progress is as follows: "New", "In Progress", "Pending Customer Response", then after that stage the issue is either moved to "Resolved" or "Pending Analyst Response for further review". If further review was needed, it then progresses to "linked to known issue", and then finally to resolved. A document detailing the process in greater detail is posted in the Success Community via the website.

4.3.8.6 Vendor will provide ongoing 24/7/365 support services for addressing data errors, hardware issues, and system availability.

Support is available Monday through Friday, between the hours of 8:30AM to 8:30PM EST except for holidays, unless otherwise specified in your contract. For Severity one critical issues we provide 24/7 365 days a year support which can be reported via a toll-free telephone number at no extra charge.

4.3.8.7 Vendor must provide online training and technical assistance on the web-based data collection system as outlined in Deliverable 6 and Attachment 2 for the entirety of the contract. Vendor must maintain HIPAA compliance with all data and provide a back-up of the data offsite to prevent loss of data integrity.

Yes, NextGen Healthcare's Learning Center provides courses, quizzes, tutorials and interactive simulations on all aspects of NextGen Enterprise EHR and PM. This online tool tracks each user's progress through learning materials and provides anywhere, anytime access, allowing users to become NextGen experts at their own pace and convenience.

4.3.8.8 Vendor must provide support services (for the duration of the contract) for network management, database management and security management including pro-active monitoring of system where appropriate.

With our annual maintenance agreement, we provide basic support, updates, documentation, and maintenance without additional cost. Onsite support or maintenance is available for additional costs if not previously specified in the agreement

4.3.8.9 Vendor must continually upgrade system to maintain data collection, ASAM Criteria, reporting of federal GRPA, block grant, and Medicaid 1115 Waiver requirements, and other needs as identified by BBH.

Upgrades and enhancements are typically released on an annual basis. We notify clients of upgrade availability via our bi-weekly e-newsletter and our website. Upgrades and enhancements can be downloaded from our customer website. NextGen provides a version control program (VCP) that will automatically update the client. A training/test database is provided with updates for your convenience. Upon request the test database may also be a copy of the production database. New software can be applied to this database prior to being applied to the production database for testing. Full release notes are provided with all updates and enhancements as well as web-based training seminars are typically offered for major releases.

4.3.8.10 Vendor shall provide within the system: a) System User Manuals and b) System Administrator/Technical Manuals. Manuals must be available within eight weeks of contract award.
REQUEST FOR QUOTATION   CRFQ BHS2100000003 Web-Based Data Collection System
Revised 12/12/2017

The NextGen User Manual and System Administration Manual are provided in electronic format. These manuals cover systems descriptions, limited technical references, systems operations, and maintenance and diagnostic procedures. All of the preparation materials are customized to each individual client and distributed as part of the implementation process.

4.3.8.11 For the duration of the contract and eventual updates, vendor must ensure continuing hardware and software compatibility to avoid data loss, functionality loss, or usability issues.

With our annual maintenance agreement, we provide basic support, updates, documentation, and maintenance without additional cost. Onsite support or maintenance is available for additional costs if not previously specified in the agreement

nextgen.

Section 5 – Pricing

*Pricing Summary:

Description						Annual Fee		Annual Recurring
NextGen Software Subscriptions						$ -		$190,545.00
Third-Party Software Subscription						$ -	$	267,890.00
Software Services						$ 380,000.00	$	-
Total						$ 380,000.00	$	458,435.00

* Scope and discovery discussions may determine that additional conversions, interfaces, and services are required (Additional services and training hours are billed a:

nextgen.

Section 6 – Attachments and Addendums

Please see the attached signed addendum

nextgen.
health care

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: NextGen Healthcare Inc.

Authorized Signature: _[signature]_   Date 04/09/21

State of California

County of Orange   to-wit:

Taken, subscribed, and sworn to before me this 9 day of April, 2021

My Commission expires March 3, 2023

AFFIX SEAL HERE   NOTARY PUBLIC _[signature]_

NEXTGEN®
HEALTHCARE

Overview of Security Processes

NEXTGEN HEALTHCARE

EMBRACE VALUE-BASED CARE WITH CONFIDENCE

NextGen Healthcare solutions and services help practices transform to and succeed in value-based care and measurably improve patient outcomes and population health at lower costs.

Patient Engagement

EHR

RCM Services & Practice Management

Care Management

Analytics

Interoperability

NEXTGEN™
HEALTHCARE

Notices

Confidential – Proprietary Information

Property of Quality Systems, Inc., known as NextGen Healthcare. For use by Authorized NextGen Healthcare clients only.

This document contains information that is confidential and proprietary to NextGen Healthcare, and is intended for use solely by its authorized clients. This document may not be copied, reproduced, published, displayed, otherwise used, transmitted, or distributed in any form by any means as a whole or in any part, nor may any of the information it contains be used or stored in any information retrieval system or media, translated into another language, or otherwise made available or used by anyone other than the authorized client to whom this document was originally delivered without the prior, written consent of NextGen Healthcare.

By retaining or using this document, you represent that you are a client or an authorized representative of a client of NextGen Healthcare who is authorized to use this document under one or more agreements between you and NextGen Healthcare now in force, and that you will use this document and the information it contains solely as and to the extent those agreements permit. Any other use or distribution of the contents of this document, as a whole or in any part, is prohibited. Although we exercised great care in creating this publication, NextGen Healthcare assumes no responsibility for errors or omissions that may appear in this publication and reserves the right to change this publication at any time without notice.

NEXTGEN™
HEALTHCARE

Table of Contents

NEXTGEN™
HEALTHCARE

NEXTGEN™
HEALTHCARE

Introduction

NextGen Healthcare develops and markets electronic health records (EHR), practice management, revenue cycle management, and interoperability solutions as well as clinical workflow and operations consulting services for medical practices and hospitals through the United States.

Nextgen Healthcare simplifies running a practice by managing the business details and streamlining work. Thus, helping to reduce the burden of documentation and reporting, speed and enhance care to improve outcomes, enable data sharing for value-based collaborative care, and drive better financial results.

Ensuring the protection of confidentiality, integrity and availability of the customers' data is of the utmost importance, as is maintaining customer trust and confidence. It is our customers' responsibility to ensure that their practice is utilizing their own policies and procedures as defined by their own internal controls regarding security. This document is intended to answer customer frequently asked questions regarding Security.

Disclaimer

Due to the nature of certain NextGen Healthcare applications and/or offerings, some of the information provided is this document may not be applicable. For further information, please contact security@nextgen.com.

Customer Security Responsibilities

Customers are responsible for ensuring that proper security measures are in place when connecting to NextGen Healthcare solutions and/or products.

Information Security

- Customer entities are responsible for notifying Nextgen Healthcare of any actual or suspected information security breaches as they become aware.
- Customer entities are responsible for implementing and managing password policies for their hosted infrastructure.
- Customer entities are responsible for ensuring that sessions expire after idle timeout based on their policies and procedures.

Security Incident Response

- Customer entities are responsible for notifying Nextgen Healthcare of changes to their technical point of contact.
- Customer entities are responsible for developing, maintaining, and testing their own security incident response plans and incident response procedures to respond to security incidents and collaborate with Nextgen Healthcare to perform necessary roles and responsibilities in the event of a security incident.

NEXTGEN™
HEALTHCARE

Network Availability

- **Customer entities are responsible for implementing practices to prevent unauthorized access to their internal network and limit threats from connections to external networks.**

Regulatory, Compliance, and Service Agreements

- **Customers are responsible for adhering to all regulatory compliance issues with they are associated to Nextgen Healthcare in a service agreement.**
- **Customers are responsible for reviewing and approving the terms and conditions stated in service agreements with NextGen Healthcare.**

NextGen Healthcare Compliance Programs

NextGen Healthcare is categorized as a Business Associate (BA) to its customers. NextGen Healthcare follows and is compliant with the HIPAA Security and Breach Notification Rules under the Health Information Technology for Economic and Clinical Health Act (HITECH Act).

NextGen Healthcare is actively engaged with third-party CPA Firms to be able to validate its practices. The products provided to customers are designed and in alignment with security best practices and standards including:

- **HITRUST Security Certification *(March 2018)***
- **SOC 2 Type II (Security, Availability Confidentiality Trust Domains)**
- **DTAAP-HISP**
- **HNAP-EHN**
- **ONC Certified HIT**
- **Health Insurance Portability and Accountability Act (HIPAA)**
- **Common Security Framework and NIST Cybersecurity Framework adoption**

Appointed Security Official

NextGen Healthcare has an appointed Security Official that is responsible for the Information Security Management Program at NextGen Healthcare.

Formalized Policies

NextGen Healthcare has formalized security policies that are reviewed no less than annually.

It is against Company internal policy to distribute internal documentation, policies, procedures, diagrams, and sensitive reports outside of NextGen Healthcare.

Physical and Environmental Security

NextGen Healthcare only provides data center access and information to employees and contractors who have a legitimate business need for such privileges. All physical access to data centers is logged and audited routinely. All non-employees must be escorted by a Company employee and photographs are not allowed within its facilities. Termination procedures are in

NEXTGEN™
H E A L T H C A R E

place to ensure that access is revoked in a timely manner and consistent with the Information Security (IS) Policy.

All physical storage devices follow media destruction policies/procedures and are destroyed with a third-party vendor that has a Business Associate Agreement (BAA) in place and provides on-site destruction, chain of custody and certificate of destruction.

All facilities keep current on maintenance contracts and conduct testing of equipment. This includes, but is not limited to, generators, cooling, fire suppression, hardware, smoke detectors, sprinklers, and backup power units.

General Office and Work Areas

NextGen Healthcare has a clear desk/clear screen policy. In addition, endpoints have a time-out session for screen lock that is enforced through the policy. All office locations are equipped with shred bins and secure destruction holding areas that are monitored and tracked for access. Reviews of access to sensitive areas are conducted and tested internally as well as with our third-party auditors.

Colocation Facilities

NextGen Healthcare leverages colocation facilities for the management of environmental protections for the majority of the products that it offers. These facilities are a part of our third-party assurance program to ensure that proper security controls are being met and followed.

Business Continuity Management

Continuity and Resiliency Planning

The responsibility of continuity and resiliency planning is with NextGen Healthcare's Data Privacy Security and Risk team. All systems utilize a System Security Plan (SSP), undergo business impact analysis, endure a Security Risk Assessment and have categorization based on company security categorizations for data types. This information is provided to business and system owners for review no less than annually and is utilized during our testing of continuity.

Availability

NextGen Healthcare monitors availability for not only environmental protections, but also for IS Infrastructure. This monitoring is configured to alert and notify with actionable items when something needs to be remediated or reviewed. Business Continuity (BC) and Disaster Recovery (DR) policies and procedures are reviewed, evaluated and tested no less than annually.

Incident Response

NextGen Healthcare has a formal Incident Response process and procedure that includes breach notification for over 500 patient records. This process allows us to review security incidents and determine remediation strategies and the security posture of NextGen Healthcare. This actionable data is utilized during the mandatory Security Risk Assessment. Incident Response policies, process and procedures are tested no less than annually.

NEXTGEN™
HEALTHCARE

Risk Assessment

NextGen Healthcare performs a bona-fide Security Risk Assessment no less than annually and performed by a third-party CPA firm. This Risk Assessment is reviewed by the executive team to drive security posture changes that are needed to continue to meet NextGen Healthcare's security standards for the customer's sensitive data.

Communication

Customer contracts outline windows that are utilized for patch management, software releases and updates. Severe security updates are communicated to customers and are notified prior to a service disruption, when possible. Some products provide updates, but it is the customer's responsibility to perform and keep systems current. Please reference the customer contract for this information.

Network Security

Encryption

Endpoints that connect to sensitive data are encrypted, as well as authorized mobile devices, SAN's, backups and databases.

Wireless

As a policy, NextGen Healthcare does not allow wireless connectivity to its data centers.

Transmission Protection

All transmissions that take place from the products are secured using a variety of secure transmission methods to include, but are not limited to, HTTPS, SSH, and VPN. Logical separation is created between development and QA systems.

Mobile Devices

NextGen Healthcare does not support bring-your-own-device (BYOD) and maintains asset tracking and inventory on any approved mobile devices that are utilized. Mobile devices have a standard security hardening process as part of the deployment of assets. All mobile devices must be encrypted and use of third-party cloud offerings are prohibited. All endpoints are required to have hardening, virus and malware protections, and tracking to ensure that vulnerability updates are applied when applicable.

Communication Tools

Business communications tools have the availability to encrypt sensitive messages. In addition, mail protections are in place for virus, spam filtering and secure gateways. NextGen Healthcare has Data Loss Prevention (DLP) in place and follows legal obligations for practices such as legal hold procedures.

Change Management

NextGen Healthcare tracks and records all changes. These changes are rated with a risk rating and go through a formal approval board prior to being implemented into production environments.

NEXTGEN™
HEALTHCARE

Network Monitoring and Protection

Distributed Denial of Service (DDoS)
NextGen Healthcare has technology that utilizes behavior-based detection and real-time signature protections. Reporting is utilized for actionable data and drives company decisions on security initiatives.

Firewall's and Intrusion Prevention and Detection
NextGen Healthcare utilizes state-of-the-art firewalls as well as leveraging IDS and IPS technology for its systems.

Penetration Testing
External Security Audits
NextGen Healthcare engages in regular external security testers and professional application auditors. These engagements include social engineering tactics.

Executive Reports
Upon request, our security team can provide executive reports that outline the engagement and scope of work that was conducted by a third-party source. These requests must come from current customers that have a Business Associate Agreement in place.

Automated Security Scans
Our internal security team performs regular, automated security scans on production networks.

NextGen Healthcare Access

Acceptable Use
NextGen Healthcare has an acceptable use policy that is part of our IS Security Policy for the company. This information is included in the onboarding process for new employees. All employees must acknowledge this policy during the New Hire process, and whenever changes to acceptable use occur. This policy is reviewed no less than annually.

Background Verification
Our hiring process includes background checks to be conducted prior to hire. In addition, job duties that have been categorized as potential high risk are required to undergo additional background checks annually.

Training
Employees are required to complete HIPAA Training no less than annually. Additional security training is required based on roles and responsibilities for security best practices. Training is validated through NextGen Healthcare LMS system, and reports are provided to the Security team to ensure compliance. In addition, NextGen Healthcare utilizes a variety of methods for awareness campaigns for its employees. These include company-wide messaging from the appointed security official.

Sanctions
NextGen Healthcare has a formal sanctions policy and process for employees that are found to not be in compliance with established information security policies and procedures.

NEXTGEN™
HEALTHCARE

Account review and audit

Termination and new hire procedures ensure that access to sensitive data is only made based on job duties and responsibilities. This access is reviewed to ensure that these procedures are being followed and procedure are actively audited internally.

Least Privilege

NextGen Healthcare follows the principles for "least privilege" when it comes to access of systems. This is based off job duties and responsibilities. Elevated privilege accounts require CAB approval and business justification for access. All accounts utilize unique user IDs, follow NextGen Healthcare requirements for password complexity, and go through additional reviews outside of termination procedures to ensure that access that is provided is current and accurate.

Secure Design Principles

Change Management

Change management procedures and policies are followed for infrastructure and software changes. These changes go through a sophisticated process to ensure due diligence has been performed and that changes will not hurt the security posture. NextGen Healthcare also ensures a separation of duties and that procedures follow ITIL guidelines.

SDLC Processes

All applications have an SDLC process in place that is in line with security best practices and have a dedicated Application Security team that is responsible for ensuring industry standards for secure coding methodologies.

Separation of Environments

NextGen Healthcare has separate environments for testing/sandbox that are logically separated from production environments.

Vulnerability Management

The Application Security team performs secure code testing in a variety of ways and through automation, when possible. These reports are reviewed and when required, remediation plans are put into place.

Third-Party Assurance and Privacy

Privacy Policy

For information regarding NextGen Healthcare's Privacy policy, please reference our website at: http://www.qsii.com/legal_notices.shtml

Vendor Management

Through NextGen Healthcare's onboarding of new vendors, each vendor that could be utilized for software or services that would potentially come into contact with sensitive data goes through a security review. These purchases or contracts require approval from the appointed Security Official of NextGen Healthcare.

NEXTGEN™
HEALTHCARE

In addition, established vendors are reviewed for security controls and to ensure that contractual obligations are being met and held. This continuous effort is documented, reviewed and reported along with our Incident Response and Security Risk Assessment process. The security and legal departments for NextGen Healthcare work together to ensure that proper contractual provisions are in place and to ensure the safety of data that NextGen Healthcare is responsible for.

Conclusion

Any additional questions regarding the specific product offering or regarding our security practices should be directed to the Data, Privacy, Risk and Security team at security@nextgen.com.