

Better Outcomes Quality Improvement Contest 2023

OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN
PURCHASE OF A PRODUCT OR SERVICE OFFERED BY
NEXTGEN HEALTHCARE, INC. AND ITS SUBSIDIARIES AND AFFILIATES
WILL NOT INCREASE YOUR CHANCES OF WINNING

I. ELIGIBILITY:

Better Outcomes Quality Improvement Contest 2023 (the "Promotion") automatically enters legal residents of the District of Columbia and each of the 50 United States who are 18 years of age or older at time of entry direct and are clients of NextGen Healthcare, Inc. (the "Sponsor") or clients of Sponsors Reseller Partners who are utilizing NextGen Enterprise, who are tracking their MIPS, Primary Care First, UDS eQMs using NextGen HQM portal for Quality Measure tracking and who also have tracked Five (5) of the Seventeen (17) measures identified below ("Measures") for 2022 in order to measure improvements in 2023 are automatically entered.

- Adolescent BMI Screening (eCQM 155)
- Adult Major Depressive Disorder (MDD): Suicide Risk Assessment (eCQM 161)
- Advance Care Plan (QID 047)
- Breast Cancer Screening (eCQM 125)
- Cervical Cancer Screening (eCQM 124)
- Childhood Immunization Status (eCQM 117)
- Chlamydia Screening for Women (eCQM 153)
- Closing the Referral Loop: Receipt of Specialist Report (eCQM 50)
- Colorectal Cancer Screening (eCQM 130)
- Controlling High Blood Pressure (eCQM 165)
- Diabetes: Eye Exam (eCQM 131)
- Diabetes: Hemoglobin A1c (HbA1c) Poor Control (>9%) Inverse (eCQM 122)
- Documentation of Current Medications in the Medical Record (eCQM 68)
- Preventive Care and Screening: Body Mass Index (BMI) Screening and Follow-Up Plan (eCQM 69)
- Preventive Care and Screening: Screening for High Blood Pressure and Follow-Up Documented Inverse (eCQM 22)
- Statin Therapy for the Prevention and Treatment of Cardiovascular Disease (eCQM 347)
- Tobacco Use Screening and Cessation (eCQM 138)

The foregoing notwithstanding, employees, officers and directors (including, without limitation, their children, parents, siblings, spouses, significant others and/or other individuals living in the same household) of the "Sponsor, its subsidiaries and affiliate and any other business entity or person associated with the advertising, development or the administration of this Promotion, as well as their respective parents, subsidiaries, divisions and/or affiliates, are not eligible to participate.

THIS PROMOTION IS VOID OUTSIDE OF THE 50 UNITED STATES AND THE DISTRICT OF COLUMBIA. THE PROMOTION IS ALSO VOID WHERE OTHERWISE PROHIBITED BY LAW.

II. REQUIREMENTS:

Eligible entrants must (1) become a member of the *Better Outcomes Collaboration Space* chatter group no later than January 31, 2023 and remain a member until at least 5:30 pm PT August 31, 2023 ("End Date") located on Success Community located at <https://www.community.nextgen.com/ngel/ui/core/chat/chatgroups/GroupProfilePage?g=0F94y0000004VCY>, (2) select and generate reports for 2022 measures by December 31, 2022, select again for 2023 and run their Quality Reports by End Date, (3) have a minimum

of Twenty (20) patients in the denominator. NextGen HQM Generated Reports at the close of the 2022 submission period, March 31, 2023 will be used as a benchmark against the January 1, 2023 to End Date reporting period. Quality scores will be monitored monthly and quarterly by Sponsor.

NextGen Healthcare, Inc. reserves the right, in its sole discretion, to disqualify any entry that violates these rules.

NO PURCHASE IS NECESSARY TO ENTER OR WIN.

III. PRIZE SELECTION:

Two (2) eligible entrants will be selected. One (1) with the **Highest Overall Total Performance Improvement** and One (1) with the **Highest Decile Achievement**. If one or both categories declare a tie, that category shall have Two (2) winners. Should One (1) client win both categories, they shall be deemed the winner in the Highest Decile Achievement category and the second-place client shall be the winner in the Highest Overall Total performance Improvement category. Winners will be notified via email no later than September 15, 2023. Should gift card(s) be the selected prize, they will be sent via mail no later than October 31, 2023. NextGen UGM tickets shall be sent via email no later than October 31, 2023.

Highest Overall Total Performance Improvement category: Decile calculations will be made for all eligible entrants as of End Date. The One (1) eligible entrant with the highest decile calculation for the Measures when comparing 2022 to 1/1/2023-8/31/2023 will be deemed to have the Highest Overall Total Improvement and may choose One (1) of the following prizes:

- A \$1,200 gift card to the restaurant of their choice to "Treat the Team"
- OR
- Two (2) tickets to NextGen User Group Meeting 2023 valued at approximately \$2,400

Highest Decile Achievement category: The One (1) eligible entrant with the largest decile scores for the Measures as of August 31, 2023 will be deemed to have the highest decile achievement and may choose from One (1) of the following prizes:

- A \$1,200 gift card to the restaurant of their choice to "Treat the Team"
- OR
- Two (2) tickets to NextGen User Group Meeting 2023 valued at approximately \$2,400

IV. VALUE OF PROMOTIONS/ODDS OF WINNING:

The promotion may not be redeemed for cash, and are non-returnable and non-transferable.

V. PRIVACY:

In connection with your entry in this Promotion, you may be asked to submit certain personal information. Participation in this Promotion constitutes consent for Sponsor to transfer such personal information as necessary for the administration of the Promotion and for such other purposes to which Promotion entrants may consent as outlined in these Official Rules. Personal information will not be shared with any non-affiliated third parties other than those providing services in connection with this Promotion. Subject to the terms of these Official Rules applicable to prize winners, all information submitted to the Sponsor

as part of this Promotion will be treated in accordance with the Sponsor's privacy policy located at <https://www.nextgen.com/privacy-policy>.

VI. GENERAL TERMS:

Taxes: Each prize winner shall bear sole responsibility for any and all local, state and/or federal taxes on prizes and any expenses not specified herein relating to winner's acceptance and use of the prize. Prize winner will be required to supply a complete and valid IRS Form W-9 if applicable.

Conditions of Participation: By participating in this Promotion, each entrant agrees:

1. That these rules and all related decisions of NextGen Healthcare, Inc. and its employees, officers, directors and agents shall be final in all respects relating to this Promotion.
2. To release, discharge, and hold harmless NextGen Healthcare, Inc., its subsidiaries and affiliates, as well as each of their respective directors, officers, shareholders, agents, and employees (collectively, "Releasees") from any and all injuries, liability, losses, and damages of any kind resulting from their participating in the Promotion or their acceptance, use, or misuse of any prize, or while preparing for, participating in, and/or traveling to and from any prize-related activity including, without limitation, illness, personal injury, death and property damage.
 - a. The Releasees have not made any warranty, representation or guarantee, expressed, or implied, in fact or in law, with respect to the prize and specifically disclaim all such warranties, including, without limitation, any warranty of merchantability or fitness for a particular purpose. The prize will be awarded "AS IS" and WITHOUT WARRANTY OF ANY KIND either expressed or implied. The prize may not be sold, traded or commissioned, and is not exchangeable, transferable (except as set forth herein), or redeemable for cash. There are no substitutions unless specified by the Sponsor. The Sponsor reserves the right at its sole discretion to substitute any prize component with another prize of equal or greater value.
3. Releasees are not responsible for and shall not be liable for: (a) any human, typographical, printing or other error relating to or in connection with the Promotion, including, without limitation, errors which may occur in the administration of the Promotion, processing of entries, the announcement of the prizes or in any Promotion-related materials; (b) late, lost, misdirected, incomplete, illegible, mutilated, stolen, delayed, or untimely entries; (c) any condition caused by events that may cause the Contest to be disrupted or corrupted; (d) any defect in, failure or malfunction of any telephone line, computer line, network, scanner, other computer equipment or software or any combination thereof; (e) any corrupted, delayed, garbled, lost or otherwise incomplete data transmissions of any kind; or (f) any injury or damage to a Participant's computer relating to or resulting from entering the **Promotion** online.

UNDER NO CIRCUMSTANCES WILL ANY RELEASEE BE LIABLE FOR PUNITIVE, EXEMPLARY, SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, GENERAL OR ANY OTHER DAMAGES.

4. That NextGen Healthcare, Inc. reserves the right, in its sole discretion, to cancel, terminate, modify, or suspend the Contest if fraud, technical failures or any other factor beyond its reasonable control impairs the integrity, administration, security, proper play and/or feasibility of the **Promotion** (or portion thereof) as determined by NextGen Healthcare, Inc. in its sole discretion. In the event that NextGen Healthcare, Inc. terminates the Contest for any reason, any remaining prizes will be awarded to winners randomly selected from the entries received prior to the termination.
5. That any dispute concerning this **Promotion** shall be brought individually, without resort to class action, in a federal or state court located in Fulton County Georgia, and that any damages awarded by such court shall be limited to actual “out-of-pocket” expenses (excluding attorneys’ fees) arising from participation in this Contest and shall not include consequential, incidental, indirect and/or punitive damages;
6. In the event of a dispute regarding who submitted an entry, online entries will be deemed to have been submitted by the authorized account holder of the email address submitted at the time of entry. “Authorized account holder” is defined as the person who is assigned an email address by an internet provider, online service provider, or other organization (e.g. business, educational institute, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address. A selected participant may be required to provide proof that he/she is the authorized account holder of the email address associated with the selected entry.

VII. APPLICABLE LAWS AND JURISDICTION:

The **Promotion** is subject to all applicable local, state and federal laws. The foregoing notwithstanding, Delaware law shall govern any dispute concerning the construction, validity, interpretation and enforceability of this Official Rules and any conflict between Georgia law and the law in any other jurisdiction shall be resolved in favor of Delaware law.

VIII. MISCELLANEOUS:

Sponsor makes no representations or warranties regarding the appearance, safety or performance of the prizes.

For a copy of these Official Rules, or to receive the name of each prize winner, mail a self-addressed, stamped envelope to NextGen Healthcare, Inc.

Attention: Better Outcomes Contest, 18111 Von Karman Ave., Suite 600, Irvine, CA 92612

IX. ADMINISTRATOR AND SPONSOR:

This Promotion is being administered and sponsored by NextGen Healthcare, Inc., 18111 Von Karman Ave., Suite 600, Irvine, CA 92612