
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

FORM 8-K

**CURRENT REPORT
Pursuant to Section 13 or 15(d)
of the Securities Exchange Act of 1934**

**Date of Report
(Date of earliest event reported):
March 31, 2017**

QUALITY SYSTEMS, INC.

(Exact name of registrant as specified in its charter)

CALIFORNIA
(State or other jurisdiction of
incorporation)

001-12537
(Commission File Number)

95-2888568
(IRS Employer
Identification Number)

**18111 Von Karman, Suite 800
Irvine, California 92612
(Address of Principal Executive Offices)
(949) 255-2600**

(Registrant's Telephone Number, Including Area Code)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Item 1.01 Entry into a Material Definitive Agreement.

On March 31, 2017, Quality Systems, Inc. (the "Company") entered into a Separation Agreement and General Release (the "Separation Agreement") with Daniel J. Morefield, the Company's Executive Vice President and Chief Operating Officer, with a separation date of April 15, 2017 (the "Separation Date"). A description of the Separation Agreement is contained in Item 5.02 below and incorporated by reference into this Item 1.01.

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.*Resignation of Daniel J. Morefield as Chief Operating Officer*

On March 31, 2017, Mr. Morefield tendered his resignation from his position as the Company's Executive Vice President and Chief Operating Officer, effective on the Separation Date. Mr. Morefield has served as a member of the Company's executive team since 2012. We thank Mr. Morefield for his material assistance in the restructuring of the organization these last two years. We wish him well in his future endeavors.

Concurrently with Mr. Morefield's resignation, the Company and Mr. Morefield entered into the Separation Agreement. Provided that the Separation Agreement has not been revoked by Mr. Morefield prior to the expiration of the seven day revocation period described below, under the terms of the Separation Agreement:

- The Company will pay Mr. Morefield a lump sum separation payment of \$450,333.
- Provided that Mr. Morefield makes a timely election for continued coverage pursuant to COBRA, the Company will reimburse Mr. Morefield for his and his applicable dependent(s)' continued coverage under the Company's group health care plan until April 15, 2018 (or until such earlier date as Mr. Morefield becomes eligible for coverage under another employer's group health care plan).
- Subject to the Company's attainment of applicable performance goals for the fiscal year ending March 31, 2017, Mr. Morefield is eligible to receive a cash payment equal to the value of his cash bonus payable under the Company's fiscal year 2017 compensation program that is tied to the Company's fiscal year 2017 performance.

Additionally, the Separation Agreement contains a mutual general release of claims by Mr. Morefield and the Company, as well as confidentiality, non-solicitation, non-disparagement and other provisions customary for an agreement of this type.

Pursuant to applicable law, Mr. Morefield has a period of seven calendar days to revoke the Separation Agreement by providing the Company with written notice of such revocation. Any revocation of the Separation Agreement, however, shall not affect the finality of the separation of Mr. Morefield's employment with the Company on the Separation Date.

All compensatory arrangements in the Separation Agreement were approved by the Compensation Committee of the Board of Directors (the "Board") of the Company.

The foregoing summary of the Separation Agreement is qualified in its entirety by the text of the Separation Agreement, which is attached hereto as Exhibit 10.1 and is incorporated herein by reference.

Appointment of Scott E. Bostick as Chief Operating Officer

On April 3, 2017, the Board appointed Scott E. Bostick to succeed Mr. Morefield as Executive Vice President and Chief Operating Officer of the Company, effective April 15, 2017.

Mr. Bostick, age 52, joined the Company in March 2016 as the Chief Client Officer. Previously, Mr. Bostick served as the Senior Vice President leading the America's Commercial Organization at CareFusion Corp. from 2009 to 2015. Prior to that, Mr. Bostick served in a number of VP and General Manager roles leading business units for Cardinal Health from 1998 to 2009. Mr. Bostick holds a Bachelor of Science degree from the University of Florida, and participated in an executive education program at Boston University.

There will be no change to Mr. Bostick's existing compensatory arrangements. Mr. Bostick will continue to serve as an at-will employee, with compensation consisting of the components disclosed below. Any future changes to his compensation, including future bonus opportunities and equity grants for subsequent fiscal years,

will be determined by the Board's Compensation Committee and disclosed when approved in the Company's 2017 Proxy Statement or in the same manner in which the Company discloses compensatory arrangements for its executive officers.

- Mr. Bostick shall be paid an annual base salary of \$400,000.00.
- Mr. Bostick is eligible to receive a fiscal year 2017 cash bonus of up to 60% of his base salary, subject to the Company's attainment of the financial objectives and achievement of certain performance targets established under the Company's Management Incentive Plan, provided that Mr. Bostick continues to be employed by the Company on the date such bonus is payable.
- Mr. Bostick and his family are eligible to participate in the Company's health and welfare benefit plans to the same extent generally applicable to all executive officers of the Company.
- Mr. Bostick is entitled to three weeks of paid vacation leave per year, and to accrue a maximum of six weeks of paid vacation leave.

In accordance with the Company's standard practices for senior officers, the Company previously entered into an indemnification agreement with Mr. Bostick, which is substantially consistent with the Company's form of Indemnification Agreement, filed with the Securities and Exchange Commission as Exhibit 10.1 to the Company's Current Report on Form 8-K filed on January 28, 2013, and is incorporated herein by reference.

There are no arrangements or understandings between Mr. Bostick and any other person pursuant to which Mr. Bostick was appointed to serve as the Executive Vice President and Chief Operating Officer of the Company. There are no family relationships between Mr. Bostick and any director or executive officer of the Company, and Mr. Bostick has no direct or indirect material interest in any "related party" transaction required to be disclosed pursuant to Item 404(a) of Regulation S-K.

Item 7.01 Regulation FD Disclosure.

The Company issued a press release on April 4, 2017, announcing Mr. Morefield's resignation and the appointment of Mr. Bostick to the position of Executive Vice President and Chief Operating Officer of the Company. The press release making these announcements is attached hereto as Exhibit 99.1.

In accordance with General Instruction B.2 of Form 8-K, the information in this Item 7.01, including Exhibit 99.1, shall not be deemed to be "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or otherwise subject to the liabilities of that section, and shall not be incorporated by reference into any registration statement or other document filed under the Securities Act of 1933, as amended, or the Exchange Act, except as shall be expressly set forth by specific reference in such filing.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
10.1	Separation Agreement and General Release, dated March 31, 2017, between Daniel J. Morefield and Quality Systems, Inc.
99.1	Press release dated April 4, 2017.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Date: April 4, 2017

QUALITY SYSTEMS, INC.

By: /s/ Jocelyn A. Leavitt

Jocelyn A. Leavitt

Executive Vice President, General Counsel
and Secretary

EXHIBITS ATTACHED TO THIS CURRENT REPORT ON FORM 8-K

Exhibit No.	Description
10.1	Separation Agreement and General Release, dated March 31, 2017, between Daniel J. Morefield and Quality Systems, Inc.
99.1	Press release dated April 4, 2017.

SEPARATION AGREEMENT AND GENERAL RELEASE

THIS SEPARATION AGREEMENT AND GENERAL RELEASE (this "**Agreement**"), dated as of March 31, 2017, is entered into by and between **DANIEL J. MOREFIELD**, a resident of the State of California ("**Executive**"), and **Quality Systems, Inc.**, a California corporation (the "**Company**", Executive and the Company, each a "**Party**" and, collectively, the "**Parties**"), and is intended by the Parties to conclude any and all obligations or other matters arising out of or regarding Executive's employment with the Company and any of its subsidiaries.

RECITALS

WHEREAS, effective as of April 15, 2017 (the "**Separation Date**"), Executive will resign from all of his positions as (a) an officer or employee of the Company (including, without limitation, as Chief Operating Officer) and its subsidiaries and (b) a member of the board of directors of NextGen Healthcare India Private Limited ("**NextGen**"), as well as all committees thereof.

WHEREAS, the Company and Executive mutually desire to settle fully and finally all obligations to Executive that the Company and its subsidiaries may have of any nature whatsoever, as well as (subject to certain limited exceptions expressly set forth in this Agreement) any asserted or unasserted claims that Executive may have against the Company, its subsidiaries or any other Company Releasees (as defined below), all pursuant to and in accordance with the terms and conditions of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

1. Separation of Employment. Executive acknowledges and confirms that, effective as of the Separation Date, Executive is resigning from all of his positions as (a) an officer or employee of the Company (including, without limitation, as Chief Operating Officer) and its subsidiaries and (b) a member of the board of directors of NextGen, as well as all committees thereof.

2. Final Compensation. On the Separation Date, the Company will deliver to Executive a final check for his wages through the Separation Date, which will include a payout of all accrued but unused paid time off ("**PTO**") as of the Separation Date. Executive acknowledges and agrees that, upon receipt of the final check pursuant to the immediately preceding sentence, he will have been paid all compensation to which he is entitled in connection with his employment with the Company and its subsidiaries, including but not limited to (a) wages and accrued PTO up to and including the Separation Date and (b) except as set forth in **Section 3(b)** below, any and all amounts (whether in cash or equity) owed to him under all compensation programs to which he has been subject. Executive acknowledges and agrees that this Agreement is entered into to resolve any and all Claims (as defined below), including, but not limited to, any and all Claims for wages, bonuses or other compensation of any type or character.

3. Severance Payments.

(a) On the Effective Date (as defined below), the Company will pay Executive the aggregate amount of \$450,333, less required deductions and withholdings (the "**Separation Payment**"), by check or wire transfer (pursuant to such instructions as Executive shall provide the Company in writing).

(b) The Company also agrees to pay Executive by check or wire transfer (pursuant to such instructions as Executive shall provide the Company in writing), if, as and when due in accordance with the terms and conditions of the Company's Fiscal Year 2017 Compensation Program (the "**Compensation Program**") but in no event later than December 31, 2017, any cash bonus due to Executive under the Compensation Program that is tied to the Company's performance for its fiscal year ending March 31, 2017 ("**FY 2017**") ("**Potential Cash Bonus**"). Executive acknowledges and agrees that: (x) the Potential Cash Bonus is subject in all respects to the applicable terms and conditions of the Compensation Program, which terms and conditions are not modified or amended by this Agreement and remain in full force and effect, (y) the amount of any such Potential Cash Bonus, if any, ultimately payable to

Executive is dependent upon the Company's performance during FY 2017, and that Executive shall not have any claim against the Company or any other Company Releasees (in respect of the Potential Cash Bonus or otherwise) due to the Company's or its common stock's FY 2017 performance or any impact thereof on the Potential Cash Bonus, and (z) the determination of the Compensation Committee of the Board of Directors of any Potential Cash Bonus, if any, ultimately payable to Executive shall, absent intentional misconduct on the part of the Compensation Committee, be final and binding on Executive.

(c) The Company will reimburse Executive for all reasonable outstanding business-related expenses incurred by him prior to the Separation Date that have not previously been reimbursed, subject to the Company's policies relating to business-related expenses and submission of an itemized expense report reasonably satisfactory to the Company.

(d) Executive acknowledges and agrees that, pursuant to the requirements of Section 954 of the Dodd-Frank Wall Street Reform and Consumer Protection Act ("**Section 954**"), any Potential Cash Bonus, if any, paid to Executive pursuant to **Section 3(b)**, as well as certain other payments received by Executive prior to the Separation Date to the extent covered by Section 954, may be subject to "clawback" in the event the Company is required to prepare an accounting restatement of its applicable financial statements due to the Company's material noncompliance with applicable financial reporting requirements. Executive agrees to promptly return to the Company the amount of any compensation paid to Executive that is required to be forfeited in accordance with Section 954.

(e) Executive acknowledges and agrees that the Separation Payment, Potential Cash Bonus, and COBRA Reimbursement Payments (as defined below) are paid (or, as applicable, payable) in consideration of the covenants made by Executive set forth in this Agreement, including, without limitation, the covenants set forth in **Section 7** of this Agreement.

4. Health Insurance Benefits. Executive's participation as an active employee, and if applicable Executive's dependent(s)' coverage, under all employee health benefit plans sponsored by the Company shall end at the close of business on April 15, 2017. As required by law, Executive shall receive a separate notification from the Company regarding Executive's and Executive's dependent(s)' right to continue participation in any group health care benefit plan sponsored by the Company pursuant to the Consolidated Omnibus Budget Reconciliation Act ("**COBRA**"). Provided that Executive makes a timely election for continued coverage for Executive pursuant to COBRA, the Company will reimburse Executive for the monthly premiums for his continued coverage under the Company's group health care benefit plan (the "**COBRA Reimbursement Payments**") for the period beginning on the Separation Date and ending on the earlier to occur of (a) the date Executive is eligible for coverage under a group health care benefit plan of a current or future employer of Executive, (b) the date Executive ceases to be eligible for COBRA continuation coverage for any reason, including plan termination, or (c) April 15, 2018 (the "**COBRA Reimbursement Period**"). Thereafter, any continuation coverage under COBRA shall be at Executive's and/or Executive's dependent(s)' own expense. Notwithstanding the foregoing, if the Company determines, in its sole discretion, that it cannot pay the COBRA Reimbursement Payments without potentially incurring financial costs or penalties under applicable law (including, without limitation, Section 2716 of the Public Health Service Act), regardless of whether Executive or Executive's dependents elect or are eligible for COBRA coverage, the Company instead shall pay to Executive, on the first day of each calendar month following the termination date, a fully taxable cash payment equal to the applicable COBRA premiums for that month (including the amount of COBRA premiums for Executive's eligible dependents), subject to applicable tax withholdings (such amount, the "**Special Cash Payment**"), for the remainder of the COBRA Reimbursement Period. Executive may, but is not obligated to, use such Special Cash Payments toward the cost of COBRA premiums or toward premium costs under an individual health plan.

5. Other Benefits. The Company shall not be obligated to provide or reimburse Executive for any compensation, salary, profit sharing, stock options, bonuses, insurance, allowances (including automobile), benefits (including medical, dental, life and disability), PTO, perquisites or expenses after the Separation Date, other than as specifically provided by this Agreement.

6. Indemnification. The Parties hereby reaffirm their respective obligations under the Company's standard form of indemnification agreement (a copy of which is attached as Exhibit 10.1 to the Company's Current Report on Form 8-K filed with the Securities and Exchange Commission on January 28, 2013) previously entered into by the Company and Executive, as well as (a) the indemnification provisions of the Company's articles of incorporation and bylaws as in effect on the Separation Date and (b) any right to indemnification afforded under applicable state and federal law (collectively, the "**Indemnification Obligations**").

7. Post-Separation Covenants of Executive.

(a) Non-Solicitation. Until the two year anniversary of the Effective Date ("**Designated Period**"), Executive will not directly or indirectly, as agent, employee, consultant, representative, stockholder, member, manager, partner or in any other capacity, (a) recruit or solicit for employment or engagement any person whom Executive is aware, or Executive reasonably should be aware, is employed or engaged by the Company or any of its current or future subsidiaries, or (b) use any of the Company's trade secret information to call upon, contact or communicate with, solicit, contract with, or divert from the Company or any of its current or future subsidiaries (as an employee, owner, director, officer, consultant, independent contractor, agent or any other capacity) any proprietary customer or prospect, or any proprietary source of customer referrals, of the Company or any of its current or future subsidiaries.

(b) Return of Property. Executive represents and acknowledges that, with the exception of the Retained Property, he has returned, or will return on the Separation Date, to the Company all property of the Company or any of its subsidiaries in his possession or under his control, including but not limited to files, computers, all related software, office keys and credit cards. Executive further represents and warrants that, from and after the Separation Date, with the exception of the Retained Property, he has no other Company (or subsidiary of the Company) property in his possession or under his control, including hard copy or electronically stored documents, computer disks, written policies or procedures or other documents pertaining to any past, present or known prospective clients of the Company or its subsidiaries, and that he has not given these or similar items to any third party, except in the course and scope of his employment with the Company and its subsidiaries. The "**Retained Property**" is defined as the following items of Company property issued to Executive during the course of his employment with Company, which Company shall permit Executive to retain for personal use following his Separation Date: (i) Dell laptop computer, Latitude E7450; (ii) Apple iPad, MH2H2LL-A; and (iii) Apple iPhone 7.

(c) Trade Secrets and Confidential Information. Executive acknowledges and agrees that he has learned, obtained, acquired, and become aware of information about the Company Releasees (as defined below) and their businesses, including, without limitation, unique selling and servicing methods and business techniques, business strategies, financial information, training, service and business manuals, promotional materials, training courses and other training and instructional materials, vendor and product information, customer and prospective customer lists, other customer and prospective customer information, methods, processes, inventions, technology, software, code, patents, copyrights, trademarks and other intellectual property and intangible rights, legal matters, personal information regarding the Company's directors, officers and employees, and other business information (collectively referred to as "**Confidential Information**"). Executive specifically acknowledges that all such Confidential Information, whether reduced to writing, maintained on any form of electronic media, or maintained in the mind or memory of Executive and whether compiled by the Company or any of its affiliates or by Executive, derives independent economic value from not being readily known to or ascertainable by proper means by others who can obtain economic value from its disclosure or use, that reasonable efforts have been made by the Company and its affiliates to maintain the secrecy of such information, that such information is the sole property of the Company or an affiliate of the Company and that any retention and use of such information or rights by Executive shall constitute a misappropriation of the Company's or its affiliates' trade secrets, rights or other property. Executive agrees at all times to refrain from disclosing any Confidential Information to any person, either orally or in writing, for any reason.

(d) Nondisparagement. From and after the Separation Date, Executive agrees that he shall refrain from making, directly or indirectly, either orally or in writing, any disparaging statement or remarks concerning the Company, its subsidiaries, any of their former, current or future respective officers, directors, or employees, or the Company's or any of its subsidiaries' former, current or future business, products or services. This section shall not apply if Executive is compelled to testify in a legal proceeding, including, without limitation, any legal proceeding between the Parties.

(e) Protection of Goodwill. Executive acknowledges that the provisions of this **Section 7** are essential to protect the business and goodwill of the Company. If at any time the provisions of this **Section 7** shall be determined to be invalid or unenforceable by reason of being vague or unreasonable as to area, duration or scope of activity, this **Section 7** shall be considered divisible and shall become and be immediately amended to only such area, duration and scope of activity as shall be determined to be reasonable and enforceable by the court or other body having jurisdiction over the matter; and Executive agrees that this **Section 7** as so amended shall be valid and binding as though any invalid or unenforceable provision had not been included herein. Executive acknowledges that he has agreed to be bound by the provisions of this **Section 7** in consideration for the compensation, severance and other benefits to be provided by the Company to Executive pursuant to the terms of this Agreement.

(f) Reporting Violations of Law. Nothing in this Agreement prohibits Executive from reporting an event that Executive reasonably and in good faith believes is a violation of law to the relevant law-enforcement agency (such as the Securities and Exchange Commission, Equal Employment Opportunity Commission, United States Department of Labor, the Occupational Health and Safety Administration, or the California Department of Fair Employment and Housing), or from cooperating in an investigation conducted by such a government agency. This may include disclosure of trade secrets or Confidential Information within the limitations permitted by the 2016 Defend Trade Secrets Act (DTSA). Executive is hereby provided notice that under the DTSA, (1) no individual will be held criminally or civilly liable under Federal or State trade secret law for the disclosure of a trade secret (as defined in the Economic Espionage Act) that: (A) is made in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and made solely for the purpose of reporting or investigating a suspected violation of law; or, (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal so that it is not made public; and, (2) an individual who pursues a lawsuit for retaliation by an employer for reporting a suspected violation of the law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual files any document contain the trade secret under seal, and does not disclose the trade secret, except as permitted by court order.

8. Non-Disparagement of Executive. From and after the Separation Date, the Company and its subsidiaries will not, by or at the direction of any current or future officer of the Company or any of its subsidiaries, make, either orally or in writing, any disparaging statements or remarks about Executive. This section shall not apply if the Company, its subsidiaries or any of their respective current or former officers, directors or employees is compelled to testify in a legal proceeding, including, without limitation, any legal proceeding between the Parties.

9. General Release of All Known and Unknown Claims.

(a) Except for the Company's obligations under this Agreement, the Potential Cash Bonus and the Indemnification Obligations, Executive hereby forever waives, releases, acquits, relieves and discharges the Company, and each of its parent corporations, subsidiaries, divisions, or affiliated corporations, organizations or entities (including, but not limited to, NextGen Healthcare Information Systems, LLC, NextGen RCM Services, LLC, QSI Management, LLC, NextGen Healthcare India Pvt. Ltd., ViaTrack Systems, LLC, Matrix Management Solutions, LLC, Mirth, LLC, Mirth Limited, HealthFusion Holdings Inc., HealthFusion Inc. and all other subsidiaries and affiliates of the Company), and each and all of their predecessors, successors, heirs, assigns, officers, employees, directors, shareholders, managers, members, managing members, owners, representatives, consultants, insurers, insurance companies, attorneys and agents, whether previously or hereinafter affiliated in any manner (collectively, the "**Company Releasees**"), from any and all claims, rights, actions, complaints, demands, causes of action, charges of discrimination, retaliation or harassment, wage claims, whistleblower claims, obligations, promises, contracts, agreements, controversies, suits, debts, expenses, damages, attorneys' fees, costs and liabilities of any nature whatsoever (collectively, "**Claims**"), whether or not now known, suspected, claimed, matured or unmatured, which Executive ever had, now has, or may claim to have from the beginning of time to the Separation Date against the Company Releasees (whether directly or indirectly), or any of them, by reason of any act, event or omission concerning any matter, cause or thing, including, without limiting the generality of the foregoing, any claims related to or arising out of (i) Executive's employment with or service as a director or management committee member of any of the Company Releasees or the cessation of that employment or service as a director or management committee member; (ii) any common law or statutory torts; (iii) any federal, state or governmental constitution, statute, regulation or ordinance, including, without limitation, the California Fair Employment and Housing Act (California Government Code section 12900, et seq.); the Unruh Civil Rights Act (California Civil Code section 51); the California Family Rights Act (California Government Code sections 12945.2 and 19702.3); the California Labor Code; the Equal Pay Act of 1963, as amended (29 U.S.C. section 206(d) et. seq.); Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. section 2000e et seq.); Employee Retirement Income Security Act of 1974, as amended (29 U.S.C. section 1001 et seq.); the Family Medical Leave Act (29 U.S.C. section 2601 et seq.); the Fair Labor Standards Act of 1938, as amended (29 U.S.C. section 201, et seq.); the United States and California Constitutions; the Americans With Disabilities Act, as amended (42 U.S.C. section 12101, et seq.); 42 U.S. C. sections 1981 and 1983; State wage and hour laws; or any other State, Federal or local statutes or laws. Executive further acknowledges that such Claims also include claims based on the Age Discrimination in Employment Act, as amended (29 U.S.C. section 621, et seq.). The provisions of this Section do not release claims that cannot be released as a matter of law. The provisions of this Section also do not preclude (1) filing suit to challenge the Company's compliance with the waiver requirements of the Age Discrimination in Employment Act, as amended by the Older Workers Benefit Protection Act, or (2) filing a claim or charge with, cooperating with, or participating in any proceeding before the Equal Employment Opportunity Commission, the Department of Labor, or any other local, state, or federal agency; provided however, that Executive hereby waives Executive's right to receive any monetary or other benefits in connection with any such claim, charge or proceeding. Notwithstanding the foregoing, this

Agreement does not limit the Executive's right to receive an award for information provided to the Securities and Exchange Commission.

(b) Except for Executive's obligations under this Agreement and the Indemnification Obligations, the Company, on its own behalf and on behalf of its subsidiaries, hereby forever waives, releases, acquits, relieves and discharges Executive and his heirs and assigns (collectively, the "**Executive Releasees**"), from any and all Claims, whether or not now known, suspected, claimed, matured or unmatured, which the Company or its affiliates ever had, now has, or may claim to have from the beginning of time to the Separation Date against Executive Releasees (whether directly or indirectly), or any of them, by reason of any act, event or omission concerning any matter, cause or thing, including, without limiting the generality of the foregoing, any claims related to or arising out of (i) Executive's employment with or service as a director or management committee member of any of the Company Releasees or the cessation of that employment or service as a director or management committee member; (ii) any common law or statutory torts; (iii) any federal, state or governmental constitution, statute, regulation or ordinance; and/or (iv) any agreement or covenant, oral or written, express or implied, between Executive and any of the Company Releasees; *provided, however*, that the foregoing release does not apply to fraudulent or criminal activity of Executive or to rights which as a matter of law cannot be waived.

(c) Further, in connection with the releases set forth above in this **Section 9**, the Parties expressly agree to waive and relinquish all rights and benefits they may have under Section 1542 of the Civil Code of the State of California or any similar law of any other state. Section 1542 reads as follows:

"§ 1542. [CERTAIN CLAIMS NOT AFFECTED BY GENERAL RELEASE.] A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

(d) Each Party expressly represents and warrants to the other Party that he or it is the sole owner of the Claims released by this **Section 9**; that such Claims have not been transferred or assigned or caused to be transferred or assigned to any other person, firm, corporation or other legal entity; and that he or it has the full right and power to grant, execute and deliver the general release, undertakings and agreements contained herein.

(e) The Parties acknowledge that they may discover hereafter facts different from or in addition to those they now know or believe to be true with respect to the claims, demands, causes of action, obligations, damages and liabilities of any nature whatsoever that are the subject of the release set forth in this **Section 9**, and they each expressly agree to assume the risk of the possible discovery of additional or different facts, and agree that this Agreement shall be and remain effective in all respects regardless of such additional or different facts.

10. Cooperation with Litigation. Upon reasonable request, Executive agrees to cooperate with the Company Releasees in connection with any present or future litigation, arbitration, dispute resolution, claim, action or other proceeding brought against any one or more of the Company Releasees, to the extent the Company deems Executive's cooperation necessary. Such cooperation may include, but shall not be limited to, meeting with the Company Releasees' counsel and providing testimony if so requested. The Company will reimburse Executive for pre-approved out-of-pocket expenses incurred by Executive (including reasonable attorney's fees, if appropriate) as a result of such cooperation, provided that the Company shall not unreasonably withhold or delay approval of such expenses. Any such cooperation and/or attendance at meetings shall be scheduled at such dates and times as reasonably agreed by Executive and the Company.

11. Tax Issues. Executive acknowledges that he has not obtained any advice from any Company Releasee regarding the tax consequences of any amounts payable to Executive pursuant to this Agreement, the Potential Cash Bonus and the Indemnification Obligations. Executive agrees to be solely liable for and to pay, indemnify and hold the Company Releasees harmless from and against, any and all taxes, costs, interest, assessments, penalties and/or damages that Executive may owe arising out of any of the payments or distributions made, or to be made, by the Company or its subsidiaries to Executive under the terms of this Agreement, the Potential Cash Bonus and the Indemnification Obligations, including, without limitation, Internal Revenue Code Section 409A.

12. Injunctive Relief; Specific Performance. Executive acknowledges and agrees that if **Section 7** or **Section 10** of this Agreement is breached, the Company could not be made whole by monetary damages alone. Accordingly, the Company, in addition to any other rights or remedies to which it may be entitled by law or in equity,

shall be entitled to injunctive relief to breaches of **Section 7** or **Section 10** of this Agreement, and to an order compelling specific performance of **Section 7** or **Section 10** of this Agreement, in each case without any obligations of the Company to post a bond or provide any other security.

13. Severability. Each provision of this Agreement is intended to be severable. If any covenant, condition or other provision contained in this Agreement is held to be invalid, void or illegal by any arbitrator or court of competent jurisdiction, such provision shall be deemed severable from the remainder of this Agreement and shall in no way (a) affect, impair or invalidate any other covenant, condition or other provision contained in this Agreement or (b) affect or impair the validity, enforceability or legality of such provision in any other jurisdiction. If such condition, covenant or other provision shall be deemed invalid due to its scope or breadth, such covenant, condition or other provision shall be deemed valid to the maximum extent of the scope or breadth permitted by law or in equity (*provided, however*, that with respect to **Section 7** only, the provisions of **Section 7(e)** shall control over this sentence).

14. Successors and Assigns. This Agreement, and all the terms and provisions hereof, shall be binding upon and shall inure to the benefit of the Parties and their respective heirs, legal representatives, successors and assigns.

15. Voluntary Execution on Advice of Counsel. This Agreement in all respects has been voluntarily and knowingly executed by the Parties. The Parties specifically represent that they have thoroughly discussed all aspects of this Agreement with their attorneys to the extent they so desired, that they have carefully read and fully understand all of the provisions of this Agreement, and that they are voluntarily entering into this Agreement.

16. No Waiver. No failure on the part of any Party to exercise any power, right, privilege or remedy under this Agreement, and no delay on the part of any Party in exercising any power, right, privilege or remedy under this Agreement, shall operate as a waiver of such power, right, privilege or remedy; and no single or partial exercise of any such power, right, privilege or remedy shall preclude any other or further exercise thereof or of any other power, right, privilege or remedy. No Party shall be deemed to have waived any claim arising out of this Agreement, or any power, right, privilege or remedy under this Agreement, unless the waiver of such claim, power, right, privilege or remedy is expressly set forth in a written instrument duly executed and delivered on behalf of the waiving Party; and any such waiver shall not be applicable or have any effect except in the specific instance in which it is given.

17. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California applicable to contracts made and performed in such state and without regard to the conflicts or choice of law provisions thereof that would give rise to the application of the domestic substantive law of any other jurisdiction.

18. Headings. The descriptive headings in this Agreement have been inserted for convenience only and shall not be deemed to limit or otherwise affect the construction of any provision thereof or hereof.

19. Notices. Any notice, demand, request or communication of any kind required or permitted hereunder shall be in writing and shall be deemed sufficiently served if sent by (i) hand delivery (with receipt acknowledged), (ii) reputable overnight carrier, or (iii) United States registered or certified mail, postage prepaid, return receipt requested to the applicable Party at the address set forth below or at such other address as each Party may designate from time to time by written notice to the other Party. Any such notice, demand, request or communication shall be deemed to have been duly given or served on the date of delivery, if delivered by hand, or on the date shown on the return receipt or other evidence of delivery, if mailed or sent by overnight carrier.

If to Company: Quality Systems, Inc.
 Attention: General Counsel
 18111 Von Karman, Ste. 600
 Irvine, California 92612

If to Executive: Daniel Morefield

20. General Interpretation. The terms of this Agreement have been prepared by the Parties to this Agreement, and the language used in this Agreement shall be deemed to be the language chosen by the Parties to express their mutual intent. This Agreement shall be construed without regard to any presumption or rule requiring construction against the Party causing such instrument or any portion thereof to be drafted, or in favor of the Party receiving a particular benefit under this Agreement.

21. Counterparts. This Agreement may be executed in any number of counterparts and by different Parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same instrument. This Agreement may be executed and delivered by facsimile, “.pdf” format or in another electronic format and the Parties agree that such executed and delivered facsimile, “.pdf” or other electronic copy shall have the same force and effect as delivery of an original document with original signatures.

22. Entire Agreement. This Agreement constitutes the entire integrated agreement between the Parties regarding the subject matter hereof and supersedes any and all other agreements, understandings, negotiations, or discussions, either oral or in writing, express or implied, regarding the subject matter hereof. The Parties each acknowledge that no representations, inducements, promises, agreements or warranties, oral or otherwise, have been made by them, or anyone acting on their behalf, which are not embodied in this Agreement, that they have not executed this Agreement in reliance on any such representation, inducement, promise, agreement or warranty, and that no representation, inducement, promise, agreement or warranty not contained in this Agreement including, without limitation, any purported supplements, modifications, waivers or terminations of this Agreement, shall be valid or binding unless executed in writing by both of the Parties.

23. Amendment. This Agreement may not be amended, supplemented or modified except by a written instrument executed by each Party.

24. Signature and Revocation Periods. The Company advises Executive as follows: (a) this Agreement does not waive rights or claims that may arise after Executive executes it, (b) Executive has twenty-one (21) days to consider this Agreement and whether he will enter into it, although Executive may sign it sooner than that if he so desires, (c) that he should consult an attorney before executing this Agreement, and (d) that he may revoke this Agreement at any time within seven (7) days after executing it by providing written notice to the General Counsel of the Company in accordance with Section 19 above. This Agreement shall not become effective or enforceable until after the revocation period set forth in subsection (d) immediately above has expired provided that Executive has not previously revoked this Agreement (“*Effective Date*”).

25. Non-Admission. The Parties acknowledge and agree that nothing in this Agreement shall be construed as an admission of any wrongdoing or liability by Executive, the Company, any subsidiary of the Company or any other Company Release.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have executed this Separation Agreement and General Release on the dates set forth hereinafter.

Dated: March 31, 2017

/s/ Daniel J. Morefield
Daniel J. Morefield

Dated: March 31, 2017

Quality Systems, Inc.

/s/ Jocelyn A. Leavitt
Jocelyn A. Leavitt
EVP, General Counsel & Secretary

NextGen Healthcare Announces Appointment of New COO

IRVINE, Calif.--(BUSINESS WIRE)-- [NextGen Healthcare Information Systems, LLC](#), a wholly owned subsidiary of [Quality Systems, Inc.](#) (NASDAQ: QSII), announced today that on March 31, 2017, Mr. Dan Morefield tendered his resignation as the Company's Executive Vice President and Chief Operating Officer, effective April 15, 2017. Mr. Morefield has served as a member of the Company's executive team since 2012. Most notably he led the evolution of our Revenue Cycle Management business while we searched for a RCM domain expert capable of evolving our offering to the next level. Allen Plunk recently joined NextGen as SVP, RCM Operations. With this addition, Dan will now exit the organization and move on to his next challenge.

Scott Bostick will assume the role of Chief Operating Officer adding Revenue Cycle Operations to his current responsibilities, leading our Client Success organization - comprised of Sales, Marketing, Service, and Implementation. In this expanded role, Scott will focus on ensuring tight coordination between our RCM operations and our Client Success team, to provide an even more seamless and simplified experience for our clients.

Mr. Bostick joined NextGen as EVP, Chief Client Officer early in CY2016. Before joining NextGen, he served as the Senior Vice President leading the America's Commercial Organization for CareFusion, 2009-2015. Prior to that Bostick served in a number of VP and General Manager roles leading business units for Cardinal Health, 1998-2009.

"These organizational changes are the next step in the evolution of our company, as we position NextGen for success in the new world of value-based healthcare," said Rusty Frantz, President and CEO. "They will enable us to more effectively deliver the entire NextGen portfolio of software and services across our significant client base. I am excited for the future."

About Quality Systems, Inc.

Quality Systems, Inc. and its wholly owned subsidiary, NextGen Healthcare, develop and provide a range of software and services for medical and dental group practices. The Company's solution portfolio is readily integrated and collectively positioned to reduce total cost of ownership for its client partners, as well as enable the transition to value-based healthcare. Visit www.qsii.com and www.nextgen.com for additional information.

SAFE HARBOR PROVISIONS FOR FORWARD-LOOKING STATEMENTS

This news release may contain forward-looking statements within the meaning of the federal securities laws, including but not limited to, statements made by Rusty Frantz, President and CEO and statements regarding future events, developments in the healthcare sector, the Company's future performance, as well as management's expectations, beliefs, intentions, plans, estimates or projections relating to the future. Risks and uncertainties exist that may cause the results to differ materially from those set forth in these forward-looking statements. Factors that could cause the anticipated results to differ from those described in the forward-looking statements and additional risks and uncertainties are set forth in Part I, Item A of our most recent Annual Report on Form 10-K for the fiscal year ended March 31, 2016 and subsequently filed Quarterly Reports on Form 10-Q, including but not limited to: the possibility that products will not achieve or sustain market acceptance; the impact of incentive payments under The American Recovery and Reinvestment Act on sales and the ability of the Company to meet continued certification requirements; the development by service introductions, development and product upgrade releases; undetected errors or bugs in software; product liability; changing economic, political or regulatory influences in the health-care industry; changes in product-pricing policies; availability of third-party products and components; competitive pressures including product offerings, pricing and promotional activities; and the Company's ability or inability to attract and retain qualified personnel. These forward-looking statements speak only as of the date hereof. The Company undertakes no obligation to publicly update any forward-looking statements, whether as a result of new information, future events or otherwise.

Contacts

**For Investor Relations Inquiries:
Quality Systems, Inc.**

Jamie Arnold, 949-255-2600
Chief Financial Officer
JArnold@nextgen.com

or

For Media and Public Relations Inquiries:

NextGen Healthcare

Mamie Barker, 215-657-7010

mmbarker@nextgen.com

Source: NextGen Healthcare Information Systems, LLC