



**SUBMITTAL TO THE RIVERSIDE UNIVERSITY HEALTH SYSTEM MEDICAL CENTER GOVERNING BOARD
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM: 18.4
(ID # 28375)

MEETING DATE:

Tuesday, July 29, 2025

FROM : RUHS-MEDICAL CENTER

SUBJECT: RIVERSIDE UNIVERSITY HEALTH SYSTEM – MEDICAL CENTER: Ratify and Approve Order Form Number ORD1964675-7 with ServiceNow, Inc., to provide Internet2 Net+ (I2) Program without seeking competitive bids for three years effective June 30, 2025, through June 30, 2028, All Districts. [Total Cost \$979,028; up to \$97,903 in Additional Compensation; 100% Hospital Enterprise Fund 40050]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and Approve Order Form Number ORD1964675-7 with ServiceNow, Inc. to provide Internet2 Net+ (I2) Program without seeking competitive bids for three years (3) effective June 30, 2025, through June 30, 2028, for a total cost of \$979,028, and authorize the Chair of the Board to sign the Order Form on behalf of the County,
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459 and based on the availability of fiscal funding and as approved as to form by County Counsel, to: (a) sign amendments including modification to the products and services described that stay within the intent of the Order Form and (b) sign amendments to the compensation provisions that do not exceed the total sum of ten percent (10%) of the total cost of the Order Form; and
3. Authorize the Purchasing Agent to issue Purchase Orders for goods and or/services related to the Order Form that do not exceed the sum total of the total aggregate amount.


ACTION:Policy

Jennifer Cruikshank
Jennifer Cruikshank, Chief Executive Officer – Health System 7/15/2025

MINUTES OF THE GOVERNING BOARD

On motion of Supervisor Gutierrez, seconded by Supervisor Medina and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Medina, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: July 29, 2025
xc: RUHS-MC

Kimberly A. Rector
Clerk of the Board
By: 
Deputy

**SUBMITTAL TO THE RIVERSIDE UNIVERSITY HEALTH
SYSTEM MEDICAL CENTER GOVERNING BOARD OF DIRECTORS
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FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$330,596	\$324,216	\$979,028	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: 100% Hospital Enterprise Fund 40050			Budget Adjustment: No	
			For Fiscal Year: FY25/26 – 27/28	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

Since 2016, Riverside University Health System (RUHS) has partnered with ServiceNow, Inc. to provide comprehensive IT Service Management (ITSM) solutions, including help desk, incident, change, and asset management. This partnership has supported consolidation of IT systems, improved asset tracking, reduced costs, and enhanced service delivery across RUHS, RCIT, and Loma Linda University Health System. Over time, additional modules such as HR case management, IT Business Management, and Software and Hardware Asset Management have been integrated to further streamline operations.

In 2022, the Board approved a Master Ordering Agreement (CON1308172) with ServiceNow to provide Internet2 Net+ Program for 3 years. ServiceNow recognizes RUHS as a Medical Education Institution and provides RUHS with up to 74% discount on published pricing. CON1308172 expands the ServiceNow platform to include the Security Operations module. The ServiceNow system remains tightly integrated with RCIT and LLUHS systems, facilitating seamless information sharing and service coordination.

This Order Form with ServiceNow will continue to improve operational efficiency, reduce costs through accurate asset management, and strengthen IT and security workflows benefiting RUHS, the County, and the communities served.

Impact on Residents and Businesses

Riverside County's use of ServiceNow has streamlined internal processes, leading to faster, more efficient services for residents and businesses. It improves response times, transparency, and access to services, enhancing overall customer experience.

Contract History and Price Reasonableness

On March 29, 2016, Agenda Item 3.27, the Board approved the Master Ordering Agreement and Sole Source approval 16-492 with ServiceNow, Inc., for four (4) years, effective March 29, 2016, through March 29, 2020, for an amount not to exceed the contract maximum of \$1,630,908.

On February 6, 2018, Agenda Item 3.20, the Board approved the First Amendment to the Master Ordering Agreement with ServiceNow, Inc., for five (5) years, effective February 6, 2018, through March 31, 2023, for an amount not to exceed the contract maximum of \$2,021,869.

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On March 26, 2019, Agenda Item 3.16, the Board approved the Second Amendment to the Master Ordering Agreement with ServiceNow, Inc., for four (4) years, effective March 31, 2019, through March 30, 2023, for an amount not to exceed the contract maximum of \$2,634,636.

On June 28, 2022, Agenda Item 15.2, the Board approved the Master Ordering Agreement and Single Source approval 22-101 with ServiceNow, Inc., for three (3) years, effective June 30, 2022, through June 29, 2025, for an amount not to exceed the contract maximum of \$696,186.

This Agreement requires Board approval as the compensation provision exceeds the Purchasing Agent's authority and \$50,000 threshold for contracting with a vendor for professional services without seeking competitive bids per Purchasing Policy Manual, County Ordinance 459 and California Government Code §25502.5.

ATTACHMENTS:

Attachment A:

Order Form Number ORD1964675-7 to provide Internet2 Net+ (I2) Program between County of Riverside and ServiceNow, Inc.

Attachment B:

SSJ #25-003

Melissa Curtis
Melissa Curtis, Deputy Director of Purchasing and Fleet

7/14/2025

Jacqueline Ruiz
Jacqueline Ruiz, Principal Analyst

7/18/2025

Gregg Gu
Gregg Gu, Chief of Deputy County Counsel

7/15/2025

Order Form



ServiceNow, Inc.
2225 Lawson Lane
Santa Clara, CA 95054

Order Number
ORD1964675-7

Pricing Expiration: 31 Jul 2025

SNC Account Exec	Ed Purdy
Phone	
E-mail	edward.purdy@servicenow.com

Customer Invoice Address	Customer Ship To Address
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Company Name Riverside County (Riverside University Health System) Address 26520 Cactus Ave Suite City Moreno Valley State/Province CA - California Zip/Postal Code 92555-3927 Country United States AP Contact Name Mike Morales Title IT Manager III Phone (951) 513-8146 E-mail M.Morales@ruhealth.org Account # ACCT0072585	Company Name Riverside County (Riverside University Health System) Address 26520 Cactus Ave Suite City Moreno Valley State/Province CA - California Zip/Postal Code 92555-3927 Country United States Business Contact Mike Morales Title IT Manager III Phone (951) 513-8146 E-mail M.Morales@ruhealth.org
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Reference Contract #(s) CON1308172 Currency USD	PO # Tax exempt? No Payment Terms Net due in 30 days SN Tracking # CON0090302
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Product Code	Subscription Product Name	Type	Units	Term (mos)	Term Start Date	Term End Date	Net Price (Monthly)	Net Price (Annual)	Net Price (Total)
PROD16744	ServiceNow® Security Operations Professional - SIR	Unrestricted User	8000	36 Months	30 Jun 2025	29 Jun 2028	\$ 1.08	\$ 103,680.00	\$ 311,040.00
PROD19351	ServiceNow® App Engine Enterprise	Fulfiller User	6	36 Months	30 Jun 2025	29 Jun 2028	\$ 40.50	\$ 2,916.00	\$ 8,748.00
PROD23774	ServiceNow® Strategic Portfolio Management Professional	SPM User	150	36 Months	30 Jun 2025	29 Jun 2028	\$ 33.75	\$ 60,750.00	\$ 182,250.00
PROD17256	ServiceNow® IT Service Management Professional	Fulfiller User	200	36 Months	30 Jun 2025	29 Jun 2028	\$ 40.50	\$ 97,200.00	\$ 291,600.00
PROD12492	ServiceNow® Agile Team	Module	1	36 Months	30 Jun 2025	29 Jun 2028	\$ 0.00	\$ 0.00	\$ 0.00
PROD17800	ServiceNow® Business Stakeholder	Business Stakeholder User	300	36 Months	30 Jun 2025	29 Jun 2028	\$ 9.45	\$ 34,020.00	\$ 102,060.00
PROD20328	ServiceNow® IT Service Management Professional v3	Fulfiller User	100	36 Months	30 Jun 2025	29 Jun 2028	\$ 0.00	\$ 0.00	\$ 0.00
PROD24509	ServiceNow® Workflow Data Fabric Starter	Transactions	1	36 Months	30 Jun 2025	29 Jun 2028	\$ 2,137.50	\$ 25,650.00	\$ 76,950.00
PROD20326	ServiceNow® Now Platform® App Engine	Fulfiller User	3	36 Months	30 Jun 2025	29 Jun 2028	\$ 0.00	\$ 0.00	\$ 0.00

Subscription Product SubTotal \$ 324,216.00 \$ 972,648.00

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Education, Knowledge and Other	Units	Term (mos)	Term Start Date	Term End Date	Net Price (Per Unit)	Total Price
ServiceNow® Knowledge 2026 Govt/Education Early Bird	4	NA	NA	NA	\$ 1,595.00	\$ 6,380.00

Education, Knowledge and Professional Services Subtotal	\$ 6,380.00
Pre-tax Total	\$ 979,028.00
Estimated Taxes	TBD
Estimated Grand Total	\$ 979,028.00

Invoice Schedule	Invoice Date	Amount	Est Taxes	Grand Total
Annual Subscription Fee	Upon Signature	\$ 324,216.00	TBD	\$ 324,216.00
Knowledge & Other	Upon Signature	\$ 6,380.00	TBD	\$ 6,380.00
Annual Subscription Fee	May 30, 2026	\$ 324,216.00	TBD	\$ 324,216.00
Annual Subscription Fee	May 30, 2027	\$ 324,216.00	TBD	\$ 324,216.00
		\$ 979,028.00	TBD	\$ 979,028.00

Hosting Information					
Instance Name	Instance Type	Hosting Type	Storage Limit	Hosting Included	Data Center Region
ruhstest	Non-Prod	Shared	4TB	Included	United States
ruhdev	Non-Prod	Shared	4TB	Included	United States
ruhssbx	Non-Prod	Shared	4TB	Included	United States
ruhspod	Prod	Shared	4TB	Included	United States
Customer ServiceNow Admin:		Mike Morales			
Email:		M.Morales@ruhealth.org			

Customer's platform storage capacity entitlement can be found here: <https://www.servicenow.com/products/entitlements-packages.html>

Terms and Conditions

This Order Form is issued under and is incorporated into the signed definitive agreement(s) with the reference number(s) set forth above ("Master Agreement"). This Order Form and any addenda attached thereto are subject to the confidentiality provisions of the Master Agreement including Section 6 ("Confidential Information"). If any provision of this Order Form conflicts with the Master Agreement, then this Order Form shall control. Customer shall limit the types and number of ServiceNow applications, Custom Applications, users and their permitted roles, and other use restrictions to those specified in this Order Form. Use of Customer Name - ServiceNow shall not publicly disclose the name of the Customer without ServiceNow receiving such Customer's prior written permission.

New Business Model Prices - Subscriptions purchased in accordance with this section will only be purchased for the remainder of the then current Subscription Term. During the course of the Subscription Term with Customer, if ServiceNow offers more favorable pricing under the Internet2 Net+ Program for a subscription product purchased on this Order Form, Customer may choose to add additional quantities at the more favorable price for the remainder of the Subscription Term, provided that:

- (i) the additional quantities are subject to the same entitlements as the current subscription;
- (ii) the additional quantities purchased exceed 10% of the current subscription of the product;
- (iii) the additional subscriptions co-terminate with the current Subscription Term End Date; and
- (iv) the unit prices for the quantities purchased on this Order Form are not modified for the duration of the Subscription Term.

Renewal - Upon expiration of the Subscription Term of this Order Form, for any immediately subsequent renewal quote, Customer may accept the newest Internet2 Net+ Program Business Model as long as the increase in annual Order Form value aggregated across all Order Forms with an active Subscription Term, is at least 5%. If Customer chooses to continue with subscriptions on the then current Order Form, ServiceNow shall have the right to increase the Subscription Fees for each

Subscription Product on this Order Form ("Renewal Product") by 5% of the Subscription Fees of each product in this Order Form, provided that:

- (i) the Renewal Product continues to be made commercially available by ServiceNow at the time of the renewal order; and if not, then the renewal order shall be for ServiceNow's then available product that is substantially equivalent to the Renewal Product;
- (ii) the pricing model for the Renewal Product continues to be made available by ServiceNow at the time of the renewal order;
- (iii) the units of each Renewal Product to be purchased are equal to or greater than the sum of all the units for that product in all the order forms placed by Customer up to the expiration of the subscription term on this order form;
- (iv) the renewal order is for a minimum of a 36-month subscription term;
- (v) Customer places the renewal order before the expiration of the Subscription Term on this Order Form; and
- (vi) the renewal order is on mutually agreeable terms and conditions. For clarity, the foregoing does not apply to, without limitation, new products that are offered for sale after the date of this Order Form, products not ordered on this Order Form or professional services, training or events.

Notes

Notwithstanding anything to the contrary herein, Customer is granted the right to approve requests via email at no additional cost.

Payment Terms

If Customer issues a purchase order ("PO"), any additional or conflicting terms appearing in a PO shall not amend the Order Form or the Agreement. Upon request, ServiceNow shall reference the PO number on its invoices (solely for administrative convenience) so long as Customer provides the PO at least fifteen (15) business days prior to the date of the invoice.

Please submit a PO for the amount set forth above to accountsreceivable@servicenow.com or the ServiceNow address above with Attention: Accounts Receivable. Any additional terms and conditions introduced as a part of Customer's vendor onboarding or invoice payment process shall not amend this ordering document or the Agreement.

PREPAID FEES FOR PROFESSIONAL SERVICES AND EVENTS SHALL EXPIRE IF UNUSED WITHIN ONE (1) YEAR OF THE DATE OF ORDER, WITH NO REFUND OR CREDIT FOR UNUSED OR UNPERFORMED SERVICE HOURS.

PREPAID FEES FOR EDUCATION SERVICES WILL EXPIRE AT THE SPECIFIED TERM END DATE IN THE CORRESPONDING EDUCATION SERVICES LINE ITEM ON THE ORDERING DOCUMENT ("END DATE") OR, IF NO SUCH END DATE APPEARS, THEN 12 MONTHS FROM THE LATEST SIGNATURE OF THE ORDERING DOCUMENT, WITH NO REFUND OR CREDIT FOR UNUSED OR UNPERFORMED SERVICE HOURS.

PRICES ARE FINAL. THIS ORDER IS NON-CANCELLABLE AND, EXCEPT AS OTHERWISE PROVIDED IN THE AGREEMENT, NON-REFUNDABLE. The order is for the entire Subscription Term and is undividable. Payments are due as per the invoice schedule. All remaining fees are due immediately if ServiceNow terminates for non-payment.

Prices are stated exclusive of taxes, duties and similar assessments on Customer's use, which Customer agrees to pay, excluding taxes on ServiceNow's net income. Taxes shall not be deducted from the payments to ServiceNow, except as required by law, in which case Customer shall increase the amount payable as necessary so that after making all required deductions

and withholdings, ServiceNow receives and retains (free from any tax liability) an amount equal to the amount it would have received had no such deductions or withholdings been made.

When applicable, Customer must provide its VAT or GST identification number(s) on this Order Form for (i) the country where Customer has established its business and/or (ii) any other country where Customer has a fixed establishment. Customer shall use the ordered Subscription Service or related professional services for Customer's business use in the foregoing location(s).

Education, Knowledge and Other

KNOWLEDGE ORDERS ARE FINAL, NON-CANCELLABLE, NON-REFUNDABLE AND NON-TRANSFERABLE. Tickets are valid for the specified event year (ie - a pass purchased for Knowledge 20 is not transferable to Knowledge 21).

Terms for Knowledge offerings are set forth on <https://www.servicenow.com/event-terms-conditions.html>.

Product Overview

Documentation (sometimes referred to as Product Overview) refers to the system requirements and technical functionality for the supported version(s) of the applicable Subscription Service as described in the then-current product documentation at <https://docs.servicenow.com>.

Quote Terms

SERVICENOW® STORE TERMS OF USE

Pursuant to a separate transaction between the customer entity ("Customer") and ServiceNow's authorized reseller ("Participant"), Customer has purchased from Participant certain services to be delivered by a ServiceNow entity identified in the Participant Order ("ServiceNow") that may include access to and use of ServiceNow's app store located at <http://store.servicenow.com> ("Store"). These ServiceNow Store Terms of Use ("Agreement") specify the terms and conditions that govern Customer's use of the Store and any App (as defined below) offered therein, including but not limited to Customer's download of the App and Customer's payment therefore. In the event of any conflict between the terms and conditions of this Agreement and Customer's agreement for its use of the ServiceNow Product ("Subscription Terms and Conditions"), this Agreement shall govern to the extent of such conflict. All terms not otherwise defined herein shall have the meanings ascribed to them in the Subscription Terms and Conditions.

1. Definitions. "App" means customizations of ServiceNow Products offered on Store. "App Conditions" means the terms and conditions applicable to a particular App. "ServiceNow App" means an App developed by ServiceNow that is expressly designated as such on Store. "ServiceNow Product" means any ServiceNow products and services available outside of Store. ServiceNow Apps are not ServiceNow Products. All Apps are licensed by third parties and not ServiceNow except ServiceNow Apps. ServiceNow is not a party to any App Conditions except App Conditions for ServiceNow Apps.

2. Purchase and Payment of Apps. Rights to access Apps are subject to the applicable App Conditions and Customer's agreement for use of the ServiceNow Product on which the App is installed. Prices stated on Store are final. Except as otherwise required by the termination for convenience clause under FAR part 52.212-4, or applicable agency supplement, which shall apply only by and between the Participant entity and Customer, purchases made on Store are final, non-cancellable and non-refundable, and a continuous and non-divisible commitment for the full duration of its then-current term regardless of the invoice schedule. Subscription terms are for 12 months and may be renewed upon Customer's request thirty (30) days prior to the end of the then-current term. Prices for renewal are subject to increase upon advance notice to Customer. If Customer purchases an App by credit card, Customer's card will be billed monthly during the subscription term. Otherwise, payment for an App is due within 30 days after invoice. In the event Customer's payments are late, the parties agree that ServiceNow, or the Participant, as applicable, would be able to avail itself of the applicable government procurement disputes regulation governing this Agreement. ServiceNow may suspend or cancel Customer's subscription if payment is late. Prices exclude all taxes associated with

Customer's purchase, access to, use of or payment for the App, which Customer is responsible for paying, unless Customer is exempt under applicable law. ServiceNow is exclusively responsible for taxes imposed on its net income. All applicable sales tax, value-added tax, duties and other similar governmental charges shall be based on the ship-to address provided by Customer, unless Customer is exempt under applicable law.

3. App Rights and Restrictions. Customer will use Apps solely as run on ServiceNow Products. Purchase of an App (including a ServiceNow App) does not entitle Customer to use ServiceNow Products, which Customer must purchase separately.

Customer may not: (a) provide a third party with access to an App except as necessary to provide services to Customer as an agent or contractor; or (b) use the App to develop a product that is operable apart from the ServiceNow Products or to circumvent ServiceNow APIs. Upon notification of overuse of an App from ServiceNow, Customer will purchase additional subscription rights or stop such overuse within thirty (30) days.

4. Platform Use Rights. If Customer purchases an App, it is permitted to use solely that App and no further right to run other applications or customizations on ServiceNow Products is provided. Unless expressly marked on the Store description web page for the particular App as including platform subscription rights to use the App, Apps available for free require the additional purchase of the right to run the App to the same extent that Customer would require platform subscription rights to use applications or customizations if the App were developed by Customer as a customization of the ServiceNow Products.

5. Responsibilities. Customer uses Apps at its own risk. ServiceNow will have no liability or obligation to Customer with respect to Apps, other than ServiceNow Apps as provided in the applicable App Conditions. Customer's use of an App (including a ServiceNow App) with a ServiceNow Product constitutes a modification or customization of that ServiceNow Product by Customer for purposes of any separate agreement between Customer and ServiceNow and such customization or modification (or malfunction caused thereby) will not be subject to any support, warranty or indemnity under any such separate agreement.

6. Termination. Except as otherwise required by the termination for convenience clause under FAR part 52.212-4(l), or applicable agency supplement, which shall apply only by and between the Participant and Customer, this Agreement remains in effect until expiration of a subscription term for the App without prior renewal or until terminated by either party for any reason upon 30 days' written notice, whichever occurs first. Upon expiration or termination: (a) Customer shall cease to use the App; (b) Customer will uninstall the App within forty-five (45) days of the date of expiration or termination, or if no action is taken after such time or ServiceNow terminated this Agreement for cause, ServiceNow may uninstall the App; (c) Customer may not renew the then-current subscription term; and (d) the entirety of this Agreement, including Customer's payment obligations, will survive. Termination of this Agreement or any App Conditions have no effect on Customer's subscriptions or licenses to ServiceNow Products.

7. Deactivation. If ServiceNow reasonably believes use of an App violates any law or third-party right, degrades ServiceNow's ability to meet its support, service availability or security terms, or may create an implicit or explicit failure of the confidentiality, integrity or availability of the ServiceNow Products (including, by way of example only: (i) executing commands as another user; (ii) accessing data in excess of permissions; (iii) posing as another user or service within a system; (iv) causing an abnormal denial of service; (v) inadvertently or intentionally destroying data without permission; or (vi) exploiting any encryption implementation weakness (such as to reduce the time or computation required to recover the plaintext from an encrypted message)), then ServiceNow may deactivate the App to prevent further detrimental effects on the ServiceNow Products or require Customer upon notice to remove that App from Customer's instance of ServiceNow Products.

8. Disclaimer of Warranties. SERVICENOW SPECIFICALLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO STORE OR ANY APP (INCLUDING A "CERTIFIED APP") INCLUDING ANY WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, FREEDOM FROM DEFECTS OR VIRUSES, OR AVAILABILITY. THESE DISCLAIMERS OF WARRANTY DO NOT APPLY TO EXPRESS WARRANTIES MADE BY SERVICENOW IN APP CONDITIONS FOR SERVICENOW APPS.

9. Limitations and Exclusions of Liability. EXCEPT TO THE EXTENT PROHIBITED UNDER LAW OR AS OTHERWISE EXPRESSLY AGREED TO BY SERVICENOW IN THE APP CONDITIONS FOR SERVICENOW APPS, SERVICENOW SHALL NOT BE LIABLE FOR DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH STORE OR ANY APP, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING LOSS OF REVENUE OR PROFITS, LOSS OF DATA, COVER AND COSTS OF SUBSTITUTE GOODS OR SERVICES, HOWEVER CAUSED AND WHETHER IN CONTRACT, IN TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT SERVICENOW HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS

OF WHETHER SERVICENOW REVIEWED, MODERATED, COMMENTED ON OR PROMOTED THE APP GIVING RISE TO DAMAGES. IF SERVICENOW IS LIABLE TO CUSTOMER FOR DAMAGES OF ANY KIND, THEN SERVICENOW'S TOTAL, CUMULATIVE LIABILITY TO CUSTOMER, ARISING OUT OF OR RELATED TO STORE OR ANY APP, WHETHER IN CONTRACT, IN TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WILL NOT EXCEED THE PRICE (IF ANY) THAT CUSTOMER PAID THROUGH STORE TO ACCESS THAT APP DURING THE 12 MONTH PERIOD BEFORE SUCH LIABILITY AROSE. MULTIPLE CLAIMS WILL NOT INCREASE THIS LIMIT. THE PARTIES HAVE AGREED THAT THE LIMITATIONS OF THIS SECTION 9 WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED ITS ESSENTIAL PURPOSE.

10. ServiceNow Government Community Cloud (GCC) and National Security Cloud (NSC). The following applies exclusively to the extent that the App will be provisioned to a ServiceNow instance hosted in ServiceNow's GCC or NSC environments: Customer agrees and acknowledges that the Provisional Authorizations to Operate (P-ATOs) for ServiceNow to operate cloud environments at FedRAMP High, DoD Impact Level 4 (IL4), DoD Impact Level 5 (IL5), and similar, do not apply to the security, privacy or any other attributes of any App. CUSTOMER AGREES TO ASSUME ALL RISK AND RESPONSIBILITIES OF INSTALLATION AND USE OF THE APP IN THE GCC OR NSC INSTANCE AND RELEASES SERVICENOW FROM ALL LIABILITY RELATED TO SUCH INSTALLATION AND USE.

11. General Terms. Customer will not access Apps in violation of any country's laws or regulations, including export controls. No waiver of this Agreement by ServiceNow will be deemed a further or continuing waiver. Customer may submit purchase orders for its administrative convenience, but those purchase orders will not affect the terms of this Agreement, which may only be modified as provided in this Section 11 or by a writing signed by both parties. ServiceNow may amend this Agreement, upon notice to Customer. Such amendments will apply to transactions on Store on a going-forward basis. If Customer does not agree to such amendments, Customer's recourse is to refrain from further use of Store. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, such provision will be eliminated or limited to the minimum extent such that the remaining provisions of the Agreement will continue in full force and effect. The parties are independent contractors. This Agreement shall be governed by the laws of the United States of America. Any dispute arising out of this Agreement, Store or any App shall be heard exclusively by a U.S. Federal court or board of contract appeals of competent jurisdiction. This Agreement constitutes the final and entire agreement between Customer and ServiceNow with respect to Store and the Apps, and it supersedes all prior and contemporaneous agreements relating to its subject matter except as expressly provided herein. This Agreement controls over any conflicting provision in App Conditions or Website Terms unless otherwise expressly provided herein. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this Agreement, but all the counterparts shall together constitute the same agreement. No counterpart shall be effective until each party has executed at least one counterpart. Facsimile signatures shall be binding to the same extent as original signatures.

ServiceNow® Order Form - Product and Use Definitions

USER TYPE DEFINITIONS

"User" means any employee or contractor of Customer or Customer Affiliate or students, alumni or others given access to the subscription service by Customer. Each User must be assigned a unique username and password that may not be shared or transferred. Only employees and contractors that have a user profile in the subscription service which is designated as "active" may be given access to the subscription service.

"Approver User" is any User given the ServiceNow provided "Approver" role in the subscription service by Customer and no other role. An Approver User may only perform the functions set forth in the table below for Approver.

"End User" has the same use rights as "Requester User."

"Fulfiller User" is any User given a role in the subscription service by Customer other than the Approver role. A Fulfiller User may only perform the functions set forth in the table below for Fulfiller.

"Student Fulfillers" are Fulfiller Users designated by the institution that will work no more than twenty (20) hours per week within the ServiceNow platform. The validation of these users will be a specific identification as Student Employee, and the determination that they are students be cross-referenced to their role within the master log (LDAP, Active Directory, etc.) for the institution. It is the responsibility of the Customer to create and monitor this role. Measurement - For purposes of auditing, Student Fulfillers are active Users who have a last login time with in the prior 365 days and are assigned at least one Fulfiller role.

"Process User" has the same use rights as "Fulfiller User."

"Requester User" is any User without a role. A Requester User may perform only the functions defined in the table below for Requester.

FUNCTION / USE RIGHTS AUTHORIZED	USER TYPES		
	REQUESTER	APPROVER	FULLFILLER
Create its own request	included	included	included
View its own request	included	included	included
Modify its own request	included	included	included
Search the Service Catalog	included	included	included
Search the Knowledge Base	included	included	included
Access public pages	included	included	included
Take surveys	included	included	included
Set its own notification preferences	included	included	included
View assets assigned to user	included	included	included
Access and post to Live Feed	included	included	included
Initiate Chat sessions	included	included	included
Participate in a Watch List	included	included	included
View a report published to them	included	included	included
Approve requests by email that are routed to user	-	included	included
Approve requests routed to user via system	-	included	included
Create any record	-	-	included
Delete any record	-	-	included
Modify any record	-	-	included
Drill through any report	-	-	included
Create any report	-	-	included

Delete any report	-	-	included
Modify any report	-	-	included
Perform development activities	-	-	included (see below)
Perform administrative activities	-	-	included

CUSTOM TABLE CREATION AND INSTALLATION

The creation or installation of Custom Tables in a production instance requires either the purchase of the Now Platform App Engine product or an express Custom Table entitlement that is granted with the purchase of another product.

A "Custom Table" is any non-ServiceNow provided table created or installed by or on behalf of Customer on the ServiceNow Platform and used for any purpose, including the creation of a custom application, unless such table is specifically exempt. A list of exempt ServiceNow provided tables and Custom Table use rights are as set forth in the Custom Table Guide on <https://www.servicenow.com/products/entitlements-packages.html> and ARE EXPRESSLY DEEMED INCORPORATED HEREIN BY THIS REFERENCE. Customer may request printed copies of the documents incorporated herein by reference by emailing us at legal.request@servicenow.com.

SUBSCRIPTION PRODUCTS

Subscription Product Code/Name	Included ServiceNow Applications and Use Rights
PROD16744 ServiceNow® Security Operations Professional - SIR	<p>Included Applications: Cybersecurity Executive Dashboard; Security Incident Response; Threat Intelligence Event Management for Security Operations; Security Incident Response Integration Bundles; Major Security Incident Management; Predictive Intelligence; and Platform Analytics Advanced</p> <p>Usage of Security Operations Professional is limited to the number of Unrestricted Users. An Unrestricted User is every User that is assigned a unique username and has a user profile in the Subscription Service designated as "active".</p> <p>Platform Analytics Advanced and Predictive Intelligence: Use rights apply only to Security Operations Professional Applications and included App Engine Starter Custom Tables.</p> <p>App Engine Starter 5: Customer is granted the right to create or install up to 5 Custom Tables and to grant each Unrestricted User the right to access those Custom Tables and perform the actions within the granted Unrestricted User rights.</p> <p>The Event Management for Security Operations application may only be used for managing security-related events.</p>
PROD19351 ServiceNow® App Engine Enterprise	<p>Included Applications: App Engine Studio; App Engine Management Center; Creator Studio; Table Builder for App Engine; Workspace Builder; Mobile Publishing; ServiceNow Studio for App Engine; Platform Analytics Advanced; Virtual Agent; Universal Request Pro and Predictive Intelligence</p> <p>App Engine provides the Customer with the right to deploy Custom Tables in a production instance. Each Fulfiller User has the right to access an unlimited number of Custom Tables to perform the actions of a Fulfiller User.</p> <p>Notwithstanding the definition of Fulfiller User above, an External App Engine Requester is defined as Customer's external contacts, including, but not limited to Customer's accounts, consumers, households, partners or other contacts. Customer may grant External App Engine Requesters the right to access App Engine as Requester Users. External App Engine Requesters are not included in the App Engine Fulfiller User count and are not subject to App Engine Subscription Product fees.</p> <p>Platform Analytics Advanced, Virtual Agent and Predictive Intelligence use rights apply only to App Engine.</p>
PROD23774 ServiceNow® Strategic Portfolio Management Professional	<p>Included Applications: Project Portfolio Management; Collaborative Work Management; Collaborative Work Management; Cost Management; Demand Management; Agile Development; Digital Portfolio Management; Test Management; Resource Management; Financial Planning; Investment Funding; Innovation Management; Portfolio Planning; Strategic Planning; Predictive Intelligence; Virtual Agent; and Platform Analytics Advanced</p> <p>Usage of Strategic Portfolio Management (SPM) Professional is limited to the number of SPM Users. An SPM User is defined as any User with the right to access one or more of the SPM Applications above and may perform any or all functions within the SPM Applications.</p> <p>Alignment Planner Workspace: Customer is granted the right to build and maintain roadmaps of projects, demands, scrum epics and programs.</p> <p>Virtual Agent includes 1000 Virtual Agent Conversation Transactions per SPM User per month (unused Virtual Agent Conversation Transactions expire monthly). A Virtual Agent Conversation Transaction is defined as any structured conversation between a chatbot and user on a pre-built or custom topic.</p> <p>Additional monthly Virtual Agent Transactions require the purchase of Virtual Agent Transaction Pack(s).</p>

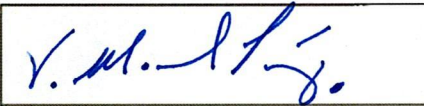
	<p>Platform Analytics Advanced, Virtual Agent, and Predictive Intelligence: Use rights apply only to SPM Professional Applications and included App Engine Starter 5 Custom Tables.</p> <p>App Engine Starter 5: Customer is granted the right to create or install up to 5 Custom Tables and to grant each SPM User the right to access those Custom Tables.</p> <p>Protocols and Spokes that are available in the Subscription Product are set forth in the then-current applicable Product Documentation. Use of Protocols and Spokes may require purchase of Integration Hub Transactions at an additional fee.</p>
<p>PROD17256 ServiceNow® IT Service Management Professional</p>	<p>Included Applications: Incident Management; Digital Product Release; Problem Management; Change Management; Asset Management; Request Management; Cost Management; Walk-Up Experience; Continual Improvement Management; Digital Portfolio Management; Financial Modeling; DevOps Change Velocity; Mobile Publishing; Vendor Manager Workspace; Universal Request Pro; Predictive Intelligence; Virtual Agent; and Platform Analytics Advanced</p> <p>Customer is granted the rights for Fulfiller User as defined in the User Type Definitions Section. Usage is limited by the number of purchased Fulfiller Users.</p> <p>Virtual Agent includes 1000 Virtual Agent Conversation Transactions per Fulfiller per month (unused Virtual Agent Conversation Transactions expire monthly). A Virtual Agent Conversation Transaction is defined as any structured conversation between a chatbot and user on a pre-built or custom topic.</p> <p>Additional monthly Virtual Agent Transactions require the purchase of Virtual Agent Transaction Pack(s).</p> <p>Platform Analytics Advanced, Virtual Agent, Predictive Intelligence, and Universal Request Pro use rights apply only to IT Service Management Professional Applications and App Engine Starter 50 Custom Tables.</p> <p>App Engine Starter 50: Customer is granted the right to create or install up to 50 Custom Tables and to grant each Fulfiller User the right to access those Custom Tables and perform the actions granted to that User Type.</p> <p>Protocols and Spokes that are available in the Subscription Product are set forth in the then-current applicable Product Documentation. Use of Protocols and Spokes may require purchase of Integration Hub Transactions at an additional fee.</p> <p>The following Application(s) became available in the family release indicated below. San Diego - Digital Portfolio Management and DevOps Change Velocity (Formerly: DevOps and DevOps Insights) DevOps Config - Tokyo</p>
<p>PROD12492 ServiceNow® Agile Team</p>	<p>Included Applications: Agile Development and Test Management</p> <p>All Users may use the above applications.</p>
<p>PROD17800 ServiceNow® Business Stakeholder</p>	<p>A Business Stakeholder User may approve requests by email that were routed to the User or via the Subscription Service and view and drill through reports within the Subscription Products to which the Customer is subscribed.</p> <p>Customers with a separately purchased IT Service Management Subscription product may provide Business Stakeholder Users with the right to update comments to incidents or requests on behalf of other Users.</p> <p>Customers with a separately purchased product with Customer Service Management application may provide Business Stakeholder Users with the right to create cases and update comments on behalf of their customers or service organizations. Customer may grant Business Stakeholder User rights to users that are either internal or external to Customer's organization</p> <p>Customer is wholly responsible for Business Stakeholder Users' compliance with the terms of the Agreement and this ordering document, and all acts and omissions of such Users. Such Users will not have the right to take any legal action against ServiceNow under this Agreement or any ordering document.</p> <p>Customers with a separately purchased App Engine Subscription Product may provide Business Stakeholder Users with the right to create or update comments to records in an App Engine Custom Table.</p> <p>Use of Custom Tables with Business Stakeholder User rights requires: (i) use of the ServiceNow created approvals module; and (ii) creation of a read role on the Custom Table associated with the Business Stakeholder User role.</p>
<p>PROD20328 ServiceNow® IT Service Management Professional v3</p>	<p>Included Applications: DevOps Config; Incident Management; Digital Product Release; Problem Management; Change Management; Asset Management; Request Management; Cost Management; Walk-Up Experience; Continual Improvement Management; Digital Portfolio Management; Financial Modeling; DevOps Change Velocity; Mobile Publishing; Vendor Manager Workspace; Universal Request Pro;</p>

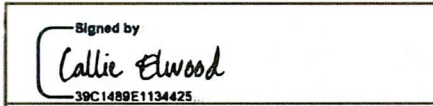
	<p>Predictive Intelligence; Virtual Agent; and Platform Analytics Advanced Customer is granted the rights for Fulfiller User as defined in the User Type Definitions Section. Usage is limited by the number of purchased Fulfiller Users. "Included Fulfillers for student users" are designated for temporary student workers by the Customer institution. One (1) Included Fulfiller for student users is added to the Order Form for a given number of paid Fulfillers of the same Subscription Product as specified in the product table above. Included Fulfillers for student users may not be purchased on a standalone basis.</p> <p>Virtual Agent includes 1000 Virtual Agent Conversation Transactions per Fulfiller per month (unused Virtual Agent Conversation Transactions expire monthly). A Virtual Agent Conversation Transaction is defined as any structured conversation between a chatbot and user on a pre-built or custom topic. Additional monthly Virtual Agent Transactions require the purchase of Virtual Agent Transaction Pack(s). Platform Analytics Advanced, Virtual Agent, Predictive Intelligence, and Universal Request Pro use rights apply only to IT Service Management Professional Applications and App Engine Starter 50 Custom Tables. App Engine Starter 50: Customer is granted the right to create or install up to 50 Custom Tables and to grant each Fulfiller User the right to access those Custom Tables and perform the actions granted to that User Type. The following Application(s) became available in the family release indicated below: San Diego - Digital Portfolio Management and DevOps Change Velocity (Formerly: DevOps and DevOps Insights) DevOps Config - Tokyo</p>
<p>PROD24509 ServiceNow® Workflow Data Fabric Starter</p>	<p>Workflow Data Fabric Starter includes Activity Designer; Activity Packs; Now Assist for Spokes; External Content Connectors; ServiceNow Lens; entitlement for up to 1,000,000 Integration Hub Transactions annually (unused Transactions expire annually without credit or refund); and entitlement for up to 5GB (5,000MB) of API Access Volume per day (unused API Access Volume expire daily without credit or refund).</p> <p>Workflow Data Fabric Starter includes Protocols and Spokes as set forth in the Integration Hub Overview on www.servicenow.com/products/entitlements-packages.html, which IS EXPRESSLY DEEMED INCORPORATED HEREIN BY THIS REFERENCE.</p> <p>An Integration Hub Transaction is defined as any outbound call originating from Integration Hub, Flow Designer, Remote Tables, or Orchestration. This includes any operation, action, or orchestration from these components that results in an outbound call, as well as any external document indexed via AI Search Integration Hub Spoke, External Content REST API, or External Content Connectors.</p> <p>Additional annual Transactions require the purchase of a separate Integration Hub package.</p> <p>API Access Volume is the total output of data volume in an applicable 24-hour period made by ServiceNow in response to a web service request originating from a system external to ServiceNow.</p> <p>Output of data as a result of Integration Hub Transactions and/or Stream Connect for Kafka are exempt and not included in the API Access Volume.</p> <p>Additional daily API Access Volume require the purchase of a separate API Access Volume package. Customer acknowledges that, to the extent it activates and uses External Content Connectors, Customer Data will be processed outside of Customer's ServiceNow instance in a centralized ServiceNow environment, provided that such centralized ServiceNow environment shall be hosted in the same ServiceNow data center as Customer's originating ServiceNow instance. Usage of ServiceNow Lens and Now Assist for Spokes requires a separate Now Assist subscription and will utilize assists.</p>
<p>PROD20326 ServiceNow® Now Platform® App Engine</p>	<p>Included Applications: Platform Analytics Advanced; Virtual Agent; Universal Request Pro and Predictive Intelligence. Now Platform® App Engine provides the Customer with the right to deploy Custom Tables in a production instance. Each Fulfiller User has the right to access an unlimited number of Custom Tables to perform the actions of a Fulfiller User.</p> <p>"Included Fulfillers for student users" are designated for temporary student workers by the Customer institution. One (1) Included Fulfiller for student users is added to the Order Form for a given number of paid Fulfillers of the same Subscription Product as specified in the product table above. Included Fulfillers for student users may not be purchased on a standalone basis. Platform Analytics Advanced, Virtual Agent and Predictive Intelligence use rights apply only to Now Platform® App Engine.</p>

ACKNOWLEDGED AND AGREED:


Customer: Riverside County (Riverside University Health System)

ServiceNow, Inc.

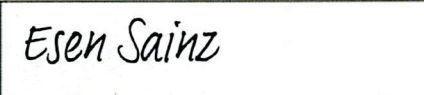
Signature:	
Name:	V. Manuel Perez
Title:	Chair, Board of Supervisors
Date:	JUL 29 2025

Signature:	
Name:	Callie Elwood
Title:	Director of Revenue
Date:	July 9, 2025 11:12:04 PDT

ATTEST:
Kimberly Rector
Clerk of the Board

Signature:	
	Deputy

APPROVED AS TO FORM:
Minh C. Tran
County Counsel

Signature:	
Name:	Esen Sainz
Title:	Deputy County Counsel
Date:	07/09/2025

JUL 29 2025 18.4







ServiceNow Inc._ITSM Services_Order Form_AH_9JUL2025

Final Audit Report

2025-07-09

Created:	2025-07-09
By:	Anthony Hernandez (Anth.Hernandez@ruhealth.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAkqoBpnuEslwJ5Mflr22Gf54ngAzDFgyj

"ServiceNow Inc._ITSM Services_Order Form_AH_9JUL2025" History

-  Document created by Anthony Hernandez (Anth.Hernandez@ruhealth.org)
2025-07-09 - 7:52:49 PM GMT- IP address: 158.61.6.3
-  Document emailed to esainz@rivco.org for signature
2025-07-09 - 7:54:06 PM GMT
-  Email viewed by esainz@rivco.org
2025-07-09 - 7:54:12 PM GMT- IP address: 52.23.8.99
-  Signer esainz@rivco.org entered name at signing as Esen Sainz
2025-07-09 - 8:45:19 PM GMT- IP address: 158.61.6.6
-  Document e-signed by Esen Sainz (esainz@rivco.org)
Signature Date: 2025-07-09 - 8:45:21 PM GMT - Time Source: server- IP address: 158.61.6.6
-  Agreement completed.
2025-07-09 - 8:45:21 PM GMT



Date: Tuesday, July 8, 2025

From: Michael Morales, RUHS-MC Information Services

To: Board of Supervisors

Via: Anthony Hernandez, Administrative Services Analyst 951-486-6545, on behalf of Michael Morales

Subject: Renewal of the ServiceNow Software Subscription and associated modules under the existing Master Ordering Agreement (Contract No. CON1308172) for Riverside University Health System-Medical Center (RUHS-MC)

The below information is provided in support of my department requesting review for a single or sole source purchase/agreement with a cost of \$5,000 or more for goods and/or services.

Single Source Sole Source

Supporting Documents: indicate which are included in the request from the list below.

Supplier Quote Supplier Sole Source Letter Final draft agreement
 Final draft Form 11 H-11 approved by RCIT/TSOC Grant Agreement
 Other: _____

1. Requested Supplier Name: ServiceNow Inc. Supplier ID: 0000125689
 - a. Describe the goods/service being requested: Renewal of the ServiceNow Software Subscription and associated modules under the existing Master Ordering Agreement (Contract No. CON1308172), which provides Information Technology (IT) Service Management (ITSM) solutions including incident, change, asset, and HR case management, as well as cybersecurity and business management modules.
 - b. Explain the unique features of the goods/services being requested from this supplier: ServiceNow delivers an integrated, cloud-based platform uniquely tailored for enterprise-wide IT service automation. The system is deeply embedded across RUHS-MC, Riverside County Information Technology (RCIT), and Loma Linda University Health System (LLUHS), enabling real-time collaboration, consistent workflows, secure data exchange, and consolidated IT services. The subscription is structured under the Internet 2 Net + Program, which grants RUHS Medical Education Institution pricing with up to 74% discount, a pricing model not available outside this structure.

- c. What are the operational benefits to your department? This system enhances efficiency by streamlining IT workflows, automating asset tracking, improving change management, and strengthening cybersecurity operations. It supports cross-departmental collaboration and service delivery while reducing manual labor and redundancies. Continued access ensures system stability and compliance with IT governance across RUHS and partner entities.
- d. Provide details on any cost benefits/discounts. ServiceNow pricing is contracted under Internet 2 Net + terms, offering up to **74% off standard commercial pricing** due to RUHS-MC's qualification as a Medical Education Institution. Leveraging the existing contract avoids new implementation costs, onboarding fees, and potential service disruptions.

2. Can this request be formally bid out or procured using a viable solution such as an existing cooperative agreement or existing contract with another department or public entity?

Yes No

- a. If yes, please explain why you are requesting to utilize an SSJ process? Although a formal solicitation process could be conducted, RUHS is requesting to utilize the SSJ process due to the existing long-term integration of the ServiceNow platform across RUHS, RCIT, and LLUHS. The current system supports critical IT functions including incident and change management, HR case management, asset tracking, and cybersecurity response. Transitioning to a new vendor would require significant reimplementation costs, create service disruption risks, and diminish operational continuity.

Additionally, ServiceNow is providing RUHS with up to a 74% discount through the Internet2 Net+ Program, a specialized agreement only available to qualified education and medical institutions. This pricing structure and the level of platform integration cannot be matched through standard competitive bidding, making ServiceNow the most cost-effective and operationally beneficial choice at this time.

3. Has your department previously requested/received an assigned tracking number for a single or sole source request for this Supplier for the goods/service requested now? *(If yes, please provide the reviewed single or sole source tracking number).*

Yes SSJ# 22-101 No

- a. What was the total annual and aggregate amount? \$324,216 annually / \$979,028 aggregate



4. Identify all costs for this requested in the table below:
If review is for multiple years, all costs must be identified below:

Description:	FY 24/25	FY 25/26	FY 27/28	Total
One-time Costs:	\$324,216	\$324,216	\$324,216	\$979,028
10% Contingency				\$97,902
Total Costs	\$324,216	\$324,216	\$324,216	\$1,076,930

Note: Insert additional rows as needed

5. Period of Performance:

Ratify Start Date (if applicable): June 30, 2025

Initial Term Start Date: June 30, 2025 End Date: June 29, 2028

Number of renewal options (please provide those options: (i.e., one year with an option to renew four additional one-year periods): _____

Aggregate Term/End Date: June 29, 2028

6. Projected Board of Supervisor Date (if applicable): July 29, 2025

By signing below, I certify that all contractual and legal requirements to do business with the selected supplier has been fully vetted and approved.

Jennifer Cruikshank

07/08/2025

Print Name

Department Head Signature
(Executive Level Designee)

Date

.....

PCS Reviewed:

Israel Gomez

07/08/2025

Print Name

Signature

Date

Note: Once signed by the Department Head and PCS (signature lines above), the PCS will e-mail completed SSJ form with supporting documents to psolesource@rivco.org, and cc: Supervising PCS. Please reach out to your assigned PCS with any questions.

.....



The section below is to be completed by the Purchasing Agent or designee.

Purchasing Department Review and Comments: _____

Not to exceed:

One-time \$ _____

Annual Amounts reflected in completed chart for Question #4

Total Cost \$1,076,930 with contingency

Aggregate Amount \$ _____

<u><i>Melissa Curtis</i></u>	<u>7/9/2025</u>	<u>26-003</u>
Purchasing Agent Signature	Date	Tracking Number (Reference on Purchasing Documents)