



**Contract Number**

25-354 A-1

**SAP Number**

4400028564

## Arrowhead Regional Medical Center

<b>Department Contract Representative</b>	Andrew Goldfrach
<b>Telephone Number</b>	(909) 580-6150
<b>Contractor</b>	Optimum Healthcare IT, LLC
<b>Contractor Representative</b>	Andrew Saylor
<b>Telephone Number</b>	(904) 373-0831
<b>Contract Term</b>	June 16, 2025 through June 15, 2030
<b>Original Contract Amount</b>	NTE \$8,485,889.60
<b>Amendment Amount</b>	NTE \$495,700
<b>Total Contract Amount</b>	NTE 8,981,589.60
<b>Cost Center</b>	8480
<b>Grant Number (if applicable)</b>	NA

### AMENDMENT NO. 1

**WHEREAS**, San Bernardino County on behalf of Arrowhead Regional Medical Center ("County") and Optimum Healthcare IT, LLC (Optimum) entered into a Contract dated June 10, 2025 for the provision of ServiceNow Software products in the amount of \$8,485,889.60; and

**WHEREAS**, the Parties now desire to further amend the Agreement to increase the contract amount to \$8,981,589.60 and add professional services; and

**NOW THEREFORE**, effective as of the date this Amendment is fully executed, the Parties agree to amend the Contract as follows:

1. Delete Section D.1 in its entirety and replace with the following:

The maximum amount of payment under this Contract shall not exceed \$8,981,589.60, of which \$8,981,589.60 may be federally funded, and shall be subject to availability of other funds to the County. The Consideration to be paid to Contractor, as provided herein, shall be in full payment for all Contractor's services and expenses incurred in the performance hereof, including travel and per diem.

2. The Statement of Work for Professional Services as attached hereto, is hereby incorporated into the Contract as Exhibit B-4, as though fully set forth therein.
3. **Full Force and Effect.** The Contract, as amended by this Amendment, remains in full force and effect.
4. **Capitalized Terms.** Any capitalized term used but not defined in this Amendment shall have the meaning given to it in the Contract or the Addendum, as applicable.
5. **Counterparts.** This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, and such counterparts shall together constitute one and the same Contract. The parties shall be entitled to sign and transmit an electronic signature of this Amendment (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Amendment upon request.

SAN BERNARDINO COUNTY

► Dawn Rowe, Chair, Board of Supervisors

Dated: \_\_\_\_\_

SIGNED AND CERTIFIED THAT A COPY OF THIS  
DOCUMENT HAS BEEN DELIVERED TO THE  
CHAIRMAN OF THE BOARD

Lynna Monell  
Clerk of the Board of Supervisors  
San Bernardino County

By \_\_\_\_\_  
Deputy

Optimum Healthcare IT, LLC

*(Print or type name of corporation, company, contractor, etc.)*

By ► \_\_\_\_\_  
*(Authorized signature - sign in blue ink)*

Name Brian Symonds  
*(Print or type name of person signing contract)*

Title President  
*(Print or Type)*

Dated: \_\_\_\_\_

Address \_\_\_\_\_

**FOR COUNTY USE ONLY**

Approved as to Legal Form

►  
Bonnie Uphold, Supervising Deputy County  
Counsel

Date \_\_\_\_\_

Reviewed for Contract Compliance

►  
Date \_\_\_\_\_

Reviewed/Approved by Department

►  
Andrew Goldfrach, ARMC Chief Executive Officer

Date \_\_\_\_\_

**STATEMENT OF WORK**  
**Arrowhead Regional Medical Center – ServiceNow Professional Services**

This Statement of Work (SOW) is effective as of the date of execution by and between San Bernardino County on behalf of **Arrowhead Regional Medical Center** (“ARMC” or “Client”) and **Optimum Healthcare IT, LLC** (“Optimum” or “Vendor”).

**I. EXECUTIVE SUMMARY**

ARMC is an existing ServiceNow Client, leveraging the platform for cross-departmental workflows. ARMC has partnered with Optimum to provide ongoing support delivery services targeted at KTLO (keep the lights on) activities within ServiceNow and are now seeking the ability to deploy not only enhancements to currently deployed functionality but also be able to define and deploy new ServiceNow capabilities as aligned to the mutually developed roadmap. This SOW is a time and materials engagement for services to be provided on an “as needed” basis, as mutually agreed between the parties.

Optimum has crafted a solution driven approach to help address the identified needs from ARMC and align that to a scalable delivery framework.

**II. SCOPE AND OBJECTIVES**

The objectives of this engagement are to provide Client with tooling in ServiceNow to effectively facilitate delivery of the following:

*Table 1: Scope*

Area	Scope
Core Platform	<ul style="list-style-type: none"><li>• Automation Engine</li><li>• Process Automation Designer</li></ul>
Healthcare Life Sciences / IT Service Management	<ul style="list-style-type: none"><li>• Incident Management</li><li>• Major Incident Management</li><li>• Change Management</li><li>• Problem Management</li><li>• Service Catalog / Request Management</li><li>• Knowledge Management</li></ul>
Strategic Portfolio Management	<ul style="list-style-type: none"><li>• Idea / Innovation Management</li><li>• Demand Management</li><li>• Project &amp; Portfolio Management</li><li>• Resource Management</li><li>• Time Management</li><li>• Collaborative Work Management (CWM)</li></ul>
IT Operations Management	<ul style="list-style-type: none"><li>• CMDB</li><li>• Discovery</li></ul>
IT Asset Management	<ul style="list-style-type: none"><li>• Hardware Asset Management</li></ul>
Clinical Device Management	<ul style="list-style-type: none"><li>• Field Service Management</li><li>• Enterprise Asset Management</li></ul>
Scoped Applications	<ul style="list-style-type: none"><li>• App Engine</li></ul>

Within each scope section as defined above, Optimum will work with the Client team to define and determine the proper level of effort for each area.

Once an appropriate level of effort is established, Optimum will deliver a Change Order to this SOW that sets forth (1) the hours needed to deliver successfully, (2) the project completion date, and (3) an estimated cost.

## ENGAGEMENT APPROACH

Optimum will provide Client with a hybrid team to support this engagement. The team will consist of a dedicated group of resources with development capabilities to work closely with Client to ensure high-quality service throughout this engagement. Resources available to the Client team through this engagement include:

Role	Responsibility
Engagement Manager	Optimum's experienced Engagement Manager (EM) will lead planning, coordination of work and resources, manage issues and risks, and ensure delivery quality for the term of the engagement. The EM is the primary point of contact for the delivery team and Client to ensure alignment and execution of project goals.
Business Process Consultant	Optimum believes that a strong technical solution must underpin a solid business process. Our Business Process Consultant (BPC) brings experience in the healthcare industry to support Client with process best practices that are enabled by the ServiceNow platform.
ServiceNow Developers	Optimum provides seasoned ServiceNow Developers who bring technical and best practice knowledge to bear in developing solutions against business requirements, including but not limited to platform configuration, customization using code, integrations, and data migration.
ServiceNow Architect	Optimum's ServiceNow Architects bring deep technical and process knowledge. They design complex technical solutions, serve as an escalation point for complex challenges, and provide guidance on governance, resourcing, and other program needs.
Principal Domain Expert (Enterprise Architect)	Optimum's Principal Domain Experts provide strategic oversight, domain expertise, and thought leadership. They also ensure solution designs align with business goals, supports stakeholder engagement, risk mitigation, and project quality.

Client shall provide the following roles to support project efforts and success:

Role	Responsibility
Project Sponsor	Ensures that the project is designed and executing against overall business objectives and strategic goals.
Executive Sponsor	Provide executive backing to Project Sponsor and OCM support to drive adoption.
Governance board / Steering Committee	Escalation point for major program decisions affecting scope, timeline, budget, and significant organizational change impacts; holds project team accountable.
Project Manager	Manage Client-side project team and project management activities.
Platform Owner	Adherence to platform development and deployment protocols; facilitates platform governance.
Product Owner	A decision maker regarding module-specific workflow and configuration design in ServiceNow; also facilitates platform governance.
Business Process Owner	Decision maker regarding business process changes related to the project. Sign off authority on functional user stories.
Subject Matter Experts (SMEs)	Represents the comprehensive needs of business and end users in the form of requirements; participates in training and enablement; consulted on methods for successful deployment and adoption.
Platform Architect	Develops technical solutions to fulfill business requirements; maintains compliance with technical architecture and governance protocols.
System Administrator	Responsible for day-to-day platform administration and the needs of its users; maintains users, roles, and groups.
Platform Developer	Performs technical development and configuration of platform against business requirements.

Requirements, which will be documented in a Change Order, will be tracked within the Client ServiceNow environment and will be assigned to a group composed of the Optimum team members. Optimum's team works with a hybrid of Waterfall and Agile Methodology for implementations.

The Optimum Engagement Manager will work with the Optimum and Client team to ensure:

- Delivery consistently meets high quality standards
- Client is satisfied with the quality of work and functionality delivered
- Transparency into activities and progress through reporting is provided reliably and regularly
- Monthly and quarterly reviews are conducted with Client to review progress and direction
- Client has a consistent single contact for escalation of needs

Optimum's approach to the implementation phase of this engagement will follow a service delivery methodology that aligns closely with the ServiceNow core methodology of Initiate, Plan, Execute, Deliver, and Close.



## INITIATE

During the Initiate phase, the Optimum project team will be onboarded, and the Engagement Manager will collaborate with the assigned CLIENT Project Manager to perform project planning activities.

## PLAN

During the Plan phase, Optimum will conduct workshops with Client to fully understand and state the business objectives driving the implementation of ServiceNow and ensure requirements are adequately understood. Optimum will document the in-scope requirements and design plans that come out of the workshops for review and acceptance by Client prior to finalizing development activity to ensure alignment with the agreed upon project outcomes.

## EXECUTE

Optimum will implement the planned configuration of the ServiceNow development instance during this phase. Configuration will be based upon the approved requirements and design plans documented during the previous project phase. Weekly project meetings will provide status updates to the Client team and serve as a medium for eliminating project roadblocks. Additional working sessions and meetings will be scheduled as needed.

During the Execute phase is also when Client should make progress with the completion of the OCM activities outlined in the Plan section. Optimum should be informed of the status of these activities

## DELIVER

During the Deliver phase, the system configuration will be migrated to the test environment of ServiceNow for Client validation and acceptance. Client will have the opportunity to review the system configurations and report any identified defects to the Optimum development team for remediation.

Upon acceptance of the configuration by Client, a go-live date will be finalized, and the configuration will be migrated into the Client production ServiceNow environment in adherence to Client change control guidelines. Client will facilitate the change control process with support from Optimum.

Finally, during this phase is when critical OCM activities will occur, such as training material development and delivery, communications to users and stakeholders, and operational readiness checks. Client is ultimately accountable for the execution of OCM plans.

## CLOSE

After go-live, Optimum will conduct a project review workshop and transfer documentation to the CLIENT team. Additionally, a baseline will be taken of the metrics identified during the planning phase to measure project success and establish a measure for future growth and improvement. Finally, a Customer Satisfaction (CSAT) survey will be sent to CLIENT project sponsor(s) to rate Optimum's performance as an implementation partner.

## REQUIREMENTS AND ACCEPTANCE CRITERIA

During the Plan Stage, workshops will be conducted to capture requirements and document functional stories that meet the business needs defined by the Client. Each story will have associated acceptance criteria and architectural requirements necessary to complete that story as a standalone entity defined by the acceptance criteria.

Optimum will require the Client to approve the stories prior to development commencing. Stories approved by the Client are locked and any changes requested will be considered enhancements. The completion of all stories and associated acceptance criteria accomplishes the acceptance criteria to successfully deliver the scope of this initiative.

Once Optimum deems that it has – in its reasonable opinion – fulfilled the acceptance for each phase of the project, Optimum shall send Client written notice that identifies the completed phase and request Client acknowledge the same.

- The Client shall respond within fifteen (15) County business days from receipt of such notice that (a) Optimum successfully complied with the acceptance criteria, or (b) Optimum had not so complied and the specific basis for such noncompliance.
- If Client identifies deficiencies, a written notice specifying nonconformities shall be provided. Optimum shall have twenty-one (21) days to remedy and resubmit for approval.

The Optimum Engagement Manager will work with the Optimum and Client team to ensure:

- Delivery consistently meets high quality standards
- Client is satisfied with the quality of work and functionality delivered
- Transparency into activities and progress through reporting is provided reliably and regularly
- Monthly and quarterly reviews are conducted with Client to review progress and direction
- Client has a consistent single contact for escalation of needs

## III. REPORTING

Optimum will meet on a regular cadence with Client to provide status updates on work. The specific cadence will be agreed upon with the Client team. Optimum will provide a weekly report of activities and work completed to Client and will present an update on the contents during one of the scheduled checkpoints with the Client team.

Additionally, checkpoint meetings will be conducted monthly throughout the engagement period to review quality and quantity of delivery and ensure that Client expectations against this agreement are being met.

## IV. TIMELINES

Client is responsible for providing Optimum with various mutually defined project criteria which this engagement will be targeted to deliver upon. Once Client submits the defined requirements to Optimum, Optimum will evaluate the level of effort, and estimate hours based upon each needed role.

## V. ASSUMPTIONS

The success of this engagement depends upon key assumptions:

- All services will be delivered remotely with the option to perform the project kick-off and project go-live on site with Client if agreed upon in writing by Optimum and Client.
- Optimum will provide engagement management to coordinate Optimum resources, delivery, and to serve as a liaison to Client. Client will provide an internal resource to provide project management support required by Client and to coordinate Client resources in support of the engagement.
- Client will provide timely access to the core stakeholder(s), ServiceNow platform teams, and other identified resources for the duration of this Agreement to the extent required to effectively deliver against the scope of this Agreement. Client resources will reply to scheduling requests in a timely manner, attend any mandatory sessions and meetings, and reply to communications in a timely manner. Any delays by the Client resources may result in the project timeline extending beyond the proposed timeline in section V of this Agreement.
- Client will provide access to change control procedure documentation; platform, development, and architecture standards; project management processes and policies; and any other documentation pertinent to the engagement.
- Client will provide secure remote access to Client systems, including ServiceNow with appropriate roles to perform duties, and direct contact to IT support.
- Client will procure licensing for all applicable ServiceNow licensing for the above scope.

## VI. TERM OF SOW; SCHEDULE FOR COMPLETION OF SERVICES

Optimum will begin work under this SOW within four (4) weeks of final submission of requirements within each scope deliverable section. All project work will be delivered remotely unless otherwise agreed to in advance. If Client requests changes to the scope of this engagement or if circumstances beyond Optimum's control necessitate changes to the scope, Optimum will discuss the matter with Client and agree in writing to any changes prior to any changes in fees.

The pricing in this Agreement is valid for thirty (30) days from the effective date in the first paragraph of this Agreement.

## VII. FEES AND REIMBURSABLE EXPENSES

The total fees for the **ServiceNow Professional Services** engagement shall not exceed \$498,820.00 based upon Time & Materials rate in the table below, invoiced monthly based on actuals, plus any travel and expenses as provided by the Master Services Agreement.

Roles	Rates	Estimated Hours
<b>Engagement Manager</b>	\$235.00	<b>392</b>
<b>Solution Architect</b>	\$300.00	<b>314</b>
<b>Business Process Consultant</b>	\$230.00	<b>216</b>
<b>Developer</b>	\$200.00	<b>980</b>
<b>Principal Domain Expert (Enterprise Architect)</b>	\$325.00	<b>196</b>
<b>Estimated cost based on Time &amp; Materials</b>		<b>\$ 495,700</b>
<b>(Actuals invoiced monthly)</b>		

At the agreed upon completion of this engagement, Optimum will invoice ARMC for any outstanding expenses.

I. **ACCEPTANCE**

**IN WITNESS WHEREOF**, the parties hereto have caused this Statement of Work to be executed by their respective authorized representatives to be effective as of the date first above written.

**Optimum Healthcare IT**

Signature

Brian Symonds

Name (please print)

President

Title

Date

**San Bernadino County on behalf of  
Arrowhead Regional Medical Center**

Signature

Dawn Rowe

Name (please print)

Chair, Board of Supervisors

Title

Date