

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



Contract Number

24-1127

SAP Number

4400026604

Department Behavioral Health

Department Contract Representative	Eric Williams
Telephone Number	(909) 388-0951
Contractor	SAS Institute, Inc.
Contractor Representative	Charlotte Furtado
Telephone Number	(916) 519-4034
Contract Term	November 3, 2024 – November 2, 2027
Original Contract Amount	\$1,342,133
Amendment Amount	
Total Contract Amount	\$1,342,133
Cost Center	9204042200
Grant Number (if applicable)	

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, County requires to procure the Products and/or the Services that are the subject of this Contract, and

WHEREAS, County desires that such Products and/or Services be provided by Contractor and Contractor agrees to provide these Products and/or perform these Services as set forth below;

NOW, THEREFORE, the County and Contractor mutually agree to the following terms and conditions:

This Contract consists of these General Terms and the documents that are referenced and hereby incorporated as though fully set forth herein by a checked box below, and attachment hereto:

- ☒ Attachment A – DATA WAREHOUSE MINING SOFTWARE AND SUPPORT STATEMENT OF WORK
 - ☒ Attachment A-1 – Proposed Payment Schedule
 - ☒ Attachment A-2 – SAS Perpetual Software License Addendum
- ☒ Attachment B – SAS SOFTWARE LICENSE ADDENDUM
- ☒ Attachment C – SAS UNIVERSAL TERMS
 - ☒ Attachment C-1 – SAS Order Form
- ☒ Attachment D – SAS TERMINATION FOR CONVENIENCE POLICY
- ☒ Attachment E – CAMPAIGN CONTRIBUTION DISCLOSURE (SB 1439)

In the event of any inconsistency between this Contract and any forms, attachments, statements of works, or specifications which may be incorporated into this Contract, the following order of precedence shall apply: **(i) this Contract**; (ii) Attachments to this Contract, as indicated above; and (iii) price lists, SOWs, SLAs and other documents attached hereto or

incorporated herein. It is inconceivable to identify all conflicts between Contractor's terms and federal, state and/or local laws, policies, and procedures. As such, if there are any conflicts between the Attachments to this Contract, any federal, California and/or local laws, policies, and procedures shall prevail.

A. DEFINITIONS

Unless elsewhere defined in this Contract, the following capitalized terms shall have the meaning ascribed herein:

- A.1** "Affiliates": collectively, municipalities, school districts, and other tax districts within County
- A.2** "County": San Bernardino County
- A.3** "Contractor": the individual or entity identified as providing the Products and/or Services
- A.4** "DRM": County's Department of Risk Management
- A.5** "Effective Date": the date of execution of the Contract
- A.6** "EFT": Electronic funds transfer.
- A.7** "P.O.": a purchase order specifying the types and quantity of Products, Services or Software ordered, the method of delivery, the delivery date required and the location to which Products or Software are to be shipped or the Services are to be provided.
- A.8** "Products": goods in the technology and consumer electronics category
- A.9** "Services": professional consulting, which may include implementation, design, customization, maintenance, help desk or other services necessary or desired by County as specified in an SOW.
- A.10** "Software": computer programs, procedures, rules, routines, or subroutines and any associated documentation pertaining to the operation of a computer system, including software designed to fill specific needs of a user; software that controls the execution of programs, and software that provides services such as resource allocation, scheduling, input/output control, and data management; application-independent software that supports the running of application software; software designed to facilitate the operation and maintenance of a computer system and its associated programs; and computer programs or routines designed to perform some general support function required by other application software, by the operating system, or by the system users, such as formatting electronic media, making copies of files, or deleting files.
- A.11** "SOW": a statement of work or work order that identifies Services provided by Contractor, including a detailed task list or specifications, the estimated period of performance, the fixed price or hourly rate to be charged for the Services, together with any milestones, acceptance criteria and other information regarding the scope of work, as mutually agreed by the Parties.

B. GENERAL CONTRACT REQUIREMENTS

B.1 Recitals

The recitals set forth above are true and correct and incorporated herein by this reference.

B.2 Contract Amendments

Contractor agrees any alterations, variations, modifications, or waivers of the provisions of the Contract, shall be valid only when reduced to writing, executed and attached to the original Contract and approved by the person(s) authorized to do so on behalf of Contractor and County.

B.3 Contract Assignability

Without the prior written consent of the County, the Contract is not assignable by Contractor either in whole or in part.

B.4 Contract Exclusivity

This is not an exclusive Contract. The County reserves the right to enter into a contract with other contractors for the same or similar services. The County does not guarantee or represent that the Contractor will be permitted to perform any minimum amount of work, or receive compensation other than on a per order basis, under the terms of this Contract.

B.5 Attorney's Fees and Costs

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorney fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney fees directly arising from a third-party legal action against a party hereto and payable under Indemnification and Insurance Requirements.

B.6 Background Checks for Contractor Personnel

Contractor shall ensure that its personnel (a) are authorized to work in the jurisdiction in which they are assigned to perform Services; (b) do not use legal or illegal substances in any manner which will impact their ability to provide Services to the County; and (c) are not otherwise disqualified from performing the Services under applicable law. If requested by the County and not in violation of applicable law, Contractor shall conduct a background check, at Contractor's sole expense, on all its personnel providing Services. If requested by the County, Contractor shall provide the results of the background check of each individual to the County. Such background check shall be in the form generally used by Contractor in its initial hiring of employees or contracting for contractors or, as applicable, during the employment-screening process but must, at a minimum, have been performed within the preceding 12-month period. Contractor personnel who do not meet the County's hiring criteria, in County's sole discretion, shall not be assigned to work on County property or Services, and County shall have the right, at its sole option, to refuse access to any Contractor personnel to any County facility.

B.7 Change of Address

Contractor shall notify the County in writing, of any change in mailing address within ten (10) business days of the change.

B.8 Choice of Law

This Contract shall be governed by and construed according to the laws of the State of California.

B.9 Compliance with County Policy

In performing the Services and while at any County facilities, Contractor personnel (including subcontractors) shall (a) conduct themselves in a businesslike manner; (b) comply with the policies, procedures, and rules of the County regarding health and safety, and personal, professional and ethical conduct; (c) comply with the finance, accounting, banking, Internet, security, and/or other applicable standards, policies, practices, processes, procedures, and controls of the County; and (d) abide by all laws applicable to the County facilities and the provision of the Services, and all amendments and modifications to each of the documents listed in subsections (b), (c), and (d) (collectively, "County Policies"). County Policies, and additions or modifications thereto, may be communicated orally or in writing to Contractor or Contractor personnel or may be made available to Contractor or Contractor personnel by conspicuous posting at a County facility, electronic posting, or other means generally used by County to disseminate such information to its employees or contractors. Contractor shall be responsible for the promulgation and distribution of County Policies to Contractor personnel to the extent necessary and appropriate. County shall have the right to require Contractor's employees, agents, representatives and subcontractors to exhibit identification credentials issued by County in order to exercise any right of access under this Contract.

B.10 Confidentiality

Pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health (HITECH) Act, regulations have been promulgated governing the privacy of individually identifiable health information. Contractor acknowledges that it is a covered entity and subject to the requirements of HIPAA and HITECH, and their implementing regulations. Contractor agrees to fully comply with the terms of HIPAA and HITECH, and regulations promulgated thereunder, and to ensure any Subcontractors utilized to fulfill Services pursuant to this Contract comply with said provisions. Contractor further agrees to comply with the requirements of all other applicable federal and state laws that pertain to the protection of health information.

Contractor shall protect from unauthorized use or disclosure names and other identifying information concerning persons receiving Services pursuant to this Contract, except for statistical information not identifying any participant. Contractor shall not use or disclose any identifying information for any other purpose other than carrying out the Contractor's obligations under this Contract, except as may be otherwise required by law. This provision will remain in force even after the termination of the Contract.

B.11 Primary Point of Contact

Contractor will designate an individual to serve as the primary point of contact for the Contract. Contractor or designee must respond to County inquiries within two (2) business days. Contractor shall not change the primary

contact without written acknowledgement to the County. Contractor will also designate a back-up point of contact in the event the primary contact is not available.

B.12 County Representative

The San Bernardino County Board of Supervisors or his/her designee shall represent the County in all matters pertaining to the services to be rendered under this Contract, including termination and assignment of this Contract, and shall be the final authority in all matters pertaining to the Services/Scope of Work by Contractor. If this contract was initially approved by the San Bernardino County Board of Supervisors, then the Board of Supervisors must approve all amendments to this Contract.

B.13 Damage to County Property

Contractor shall repair, or cause to be repaired, at its own cost, all damages to County vehicles, facilities, buildings or grounds caused by the willful or negligent acts of Contractor or its employees or agents. Such repairs shall be made immediately after Contractor becomes aware of such damage, but in no event later than thirty (30) days after the occurrence. If the Contractor fails to make timely repairs, the County may make any necessary repairs. The Contractor, as determined by the County, shall repay all costs incurred by the County for such repairs, by cash payment upon demand, or County may deduct such costs from any amounts due to the Contractor from the County, as determined at the County's sole discretion.

B.14 Debarment and Suspension

Contractor certifies that neither it nor its principals or subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. (See the following United States General Services Administration's System for Award Management website <https://www.sam.gov>). Contractor further certifies that if it or any of its subcontractors are business entities that must be registered with the California Secretary of State, they are registered and in good standing with the Secretary of State.

B.15 Drug and Alcohol Free Workplace

In recognition of individual rights to work in a safe, healthful and productive work place, as a material condition of this Contract, the Contractor agrees that the Contractor and the Contractor's employees, while performing service for the County, on County property, or while using County equipment:

- B.15.1** Shall not be in any way impaired because of being under the influence of alcohol or an illegal or controlled substance.
- B.15.2** Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal or controlled substance.
- B.15.3** Shall not sell, offer, or provide alcohol or an illegal or controlled substance to another person, except where Contractor or Contractor's employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

The Contractor shall inform all employees that are performing service for the County on County property, or using County equipment, of the County's objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the County. The County may terminate for default or breach of this Contract and any other Contract the Contractor has with the County, if the Contractor or Contractor's employees are determined by the County not to be in compliance with above.

B.16 Duration of Terms

This Contract, and all of its terms and conditions, shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties, provided no such assignment is in violation of the provisions of this Contract.

B.17 Employment Discrimination

During the term of the Contract, Contractor shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, or military and veteran status. Contractor shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VI and Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

B.18 Environmental Requirements

In accordance with County Policy 11-08, the County prefers to acquire and use products with higher levels of post-consumer recycled content. Environmentally preferable goods and materials must perform satisfactorily and be available at a reasonable price. The County requires Contractor to use recycled paper for any printed or photocopied material created as a result of this Contract. Contractor is also required to use both sides of paper sheets for reports submitted to the County whenever practicable. To assist the county in meeting the reporting requirements of the California Integrated Waste Management Act of 1989 (AB 939), Contractor must be able to annually report the County's environmentally preferable purchases. Contractor must also be able to report on environmentally preferable goods and materials used in the provision of their service to the County, utilizing a County approved form.

B.19 Improper Influence

Contractor shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables him/her to influence any award of the Contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of the Contract or shall have any relationship to the Contractor or officer or employee of the Contractor.

B.20 Improper Consideration

Contractor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this Contract. The County, by written notice, may immediately terminate this Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once a contract has been awarded. Contractor shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Contractor. The report shall be made to the supervisor or manager charged with supervision of the employee or the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

B.21 Informal Dispute Resolution

In the event the County determines that service is unsatisfactory, or in the event of any other dispute, claim, question or disagreement arising from or relating to this Contract or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

B.22 Legality and Severability

The parties' actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. The provisions of this Contract are specifically made severable. If a provision of the Contract is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

B.23 Licenses, Permits and/or Certifications

Contractor shall ensure that it has all necessary licenses, permits and/or certifications required by the laws of Federal, State, County, and municipal laws, ordinances, rules and regulations. The Contractor shall maintain these licenses, permits and/or certifications in effect for the duration of this Contract. Contractor will notify County immediately of loss or suspension of any such licenses, permits and/or certifications. Failure to maintain a required license, permit and/or certification may result in immediate termination of this Contract.

B.24 Material Misstatement/Misrepresentation

If during the course of the administration of this Contract, the County determines that Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this Contract may be immediately terminated. If this Contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.

B.25 Mutual Covenants

The parties to this Contract mutually covenant to perform all of their obligations hereunder, to exercise all discretion and rights granted hereunder, and to give all consents in a reasonable manner consistent with the standards of "good faith" and "fair dealing".

B.26 Nondisclosure

Contractor shall hold as confidential and use reasonable care to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, confidential information that is either: (1) provided by the County to Contractor or an agent of Contractor or otherwise made available to Contractor or Contractor's agent in connection with this Contract; or, (2) acquired, obtained, or learned by Contractor or an agent of Contractor in the performance of this Contract. For purposes of this provision, confidential information means any data, files, software, information or materials in oral, electronic, tangible or intangible form and however stored, compiled or memorialize and includes, but is not limited to, technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data.

B.27 Notice of Delays

Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, that party shall, within twenty-four (24) hours, give notice thereof, including all relevant information with respect thereto, to the other party.

B.28 Ownership of Documents

All documents, data, products, graphics, computer programs and reports prepared by Contractor pursuant to the Contract shall be considered property of the County upon payment for services (and products, if applicable). All such items shall be delivered to County at the completion of work under the Contract. Unless otherwise directed by County, Contractor may retain copies of such items and shall have a perpetual, royalty-free, non-transferable license to use such items.

B.29 Participation Clause

The County desires that Municipalities, School Districts, and other Tax Districts requiring the same services provided herein may at their option and through the County Purchasing agent, avail themselves of this Contract. Upon notice, in writing, the Contractor agrees to the extension of the terms of this contract with such governmental bodies as though they have been expressly identified in this contract, with the provisions that:

B.29.1 Such governmental body does not have and will not have in force any other contract for like purchases.

B.29.2 Such governmental body does not have under consideration for award any other bids or quotations for like purchases.

Such governmental body shall make purchases directly through and to the Contractor. The County will not be liable for any such purchase made between the Contractor and another governmental body who avails themselves of this contract.

B.30 Air, Water Pollution Control, Safety and Health

Contractor shall comply with all air pollution control, water pollution, safety and health ordinances and statutes, which apply to the work performed pursuant to this Contract.

B.31 Records

Contractor shall maintain all records and books pertaining to the delivery of services under this Contract and demonstrate accountability for contract performance. All records shall be complete and current and comply with all Contract requirements. Failure to maintain acceptable records shall be considered grounds for withholding of payments for invoices submitted and/or termination of the Contract. All records relating to the Contractor's personnel, consultants, subcontractors, Services/Scope of Work and expenses pertaining to this Contract shall be kept in a generally acceptable accounting format. Records should include primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must comply with the appropriate Office of Management and Budget (OMB) Circulars, which state the administrative requirements, cost principles and other standards for accountancy.

B.32 Relationship of the Parties

Nothing contained in this Contract shall be construed as creating a joint venture, partnership, or employment arrangement between the Parties hereto, nor shall either Party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the other Party hereto.

B.33 Release of Information

No news releases, advertisements, public announcements or photographs arising out of the Contract or Contractor's relationship with County may be made or used without prior written approval of the County.

B.34 Representation of the County

In the performance of this Contract, Contractor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the San Bernardino County.

B.35 Strict Performance

Failure by a party to insist upon the strict performance of any of the provisions of this Contract by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Contract thereafter.

B.36 Subcontracting

Contractor shall obtain County's written consent, which County may withhold in its sole discretion, before entering into Contracts with or otherwise engaging any subcontractors who may supply any part of the Services to County. At County's request, Contractor shall provide information regarding the subcontractor's qualifications and a listing of a subcontractor's key personnel including, if requested by the County, resumes of proposed subcontractor personnel. Contractor shall remain directly responsible to County for its subcontractors and shall indemnify County for the actions or omissions of its subcontractors under the terms and conditions specified in Section E. All approved subcontractors shall be subject to the provisions of this Contract applicable to Contractor Personnel. For any subcontractor, Contractor shall:

B.36.1 Be responsible for subcontractor compliance with the Contract and the subcontract terms and conditions; and

B.36.2 Ensure that the subcontractor follows County's reporting formats and procedures as specified by County.

B.36.3 Include in the subcontractor's subcontract substantially similar terms as are provided in Sections B. General Contract Requirements and Section E. Insurance and Indemnification.

Upon expiration or termination of this Contract for any reason, County will have the right to enter into direct Contracts with any of the Subcontractors. Contractor agrees that its arrangements with Subcontractors will not prohibit or restrict such Subcontractors from entering into direct Contracts with County.

B.37 Subpoena

In the event that a subpoena or other legal process commenced by a third party in any way concerning the Goods or Services provided under this Contract is served upon Contractor or County, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process. Contractor and County further agree to cooperate with the other party in any lawful effort by such other party to contest the legal validity of such subpoena or other legal process commenced by a third party as may be reasonably required and at the expense of the party to whom the legal process is directed, except as otherwise provided herein in connection with defense obligations by Contractor for County.

B.38 Termination for Convenience

Consistent with the procedures further described in Attachment E, the County reserves the right to terminate the Contract, for its convenience, with or without cause, with a thirty (30) day written notice of termination. Such termination may include all or part of the services described herein. Upon such termination, payment will be made to the Contractor for services rendered and expenses reasonably incurred prior to the effective date of termination. Upon receipt of termination notice Contractor shall promptly discontinue services unless the notice directs otherwise. Contractor shall deliver promptly to County and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

B.39 Time of the Essence

Time is of the essence in performance of this Contract and of each of its provisions.

B.40 Venue

The parties acknowledge and agree that this Contract was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue of any action or claim brought by any party to this Contract will be the Superior Court of California, County of San Bernardino, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, County of San Bernardino, San Bernardino District.

B.41 Conflict of Interest

Contractor shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and the County. Contractor shall make a reasonable effort to prevent employees, Contractor, or members of governing bodies from using their positions for purposes that are, or give the appearance of being motivated by a desire for private gain for themselves or others such as those with whom they have family business, or other ties. Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and state law. In the event the County determines a conflict of interest situation exists, any increase in costs, associated with the conflict of interest situation, may be disallowed by the County and such conflict may constitute grounds for termination of the Contract. This provision shall not be construed to prohibit employment of persons with whom Contractor's officers, employees, or agents have family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.

B.42 Former County Administrative Officials

Contractor agrees to provide, or has already provided information on former San Bernardino County administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Contractor. For purposes of this provision, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Executive Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

B.43 Disclosure of Criminal and Civil Procedures

The County reserves the right to request the information described herein from the Contractor. Failure to provide the information may result in a termination of the Contract. The County also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The Contractor also may be requested to provide information to clarify initial responses. Negative information discovered may result in Contract termination. Contractor is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the Contractor will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail. In addition, the Contractor is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the Contractor will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail. For purposes of this provision "key employees" includes any individuals providing direct service to the County. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

B.44 Iran Contracting Act

IRAN CONTRACTING ACT OF 2010, Public Contract Code sections 2200 et seq. (Applicable for all Contracts of one million dollars (\$1,000,000) or more). In accordance with Public Contract Code section 2204(a), the Contractor certifies that at the time the Contract is signed, the Contractor signing the Contract is not identified on a list created pursuant to subdivision (b) of Public Contract Code section 2203 as a person (as defined in Public Contract Code section 2202(e)) engaging in investment activities in Iran described in subdivision (a) of Public Contract Code section 2202.5, or as a person described in subdivision (b) of Public Contract Code section 2202.5, as applicable. Contractors are cautioned that making a false certification may subject the Contractor to civil penalties, termination of existing contract, and ineligibility to bid on a contract for a period of three (3) years in accordance with Public Contract Code section 2205.

B.45 California Consumer Privacy Act

To the extent applicable, if Contractor is a business that collects the personal information of a consumer(s) in performing Services pursuant to this Contract, Contractor must comply with the provisions of the California Consumer Privacy Act (CCPA). (Cal. Civil Code §§1798.100, et seq.). For purposes of this provision, "business,"

"consumer," and "personal information" shall have the same meanings as set forth at Civil Code section 1798.140. Contractor must contact the County immediately upon receipt of any request by a consumer submitted pursuant to the CCPA that requires any action on the part of the County, including but not limited to, providing a list of disclosures or deleting personal information. Contractor must not sell, market or otherwise disclose personal information of a consumer provided by the County unless specifically authorized pursuant to terms of this Contract. Contractor must immediately provide to the County any notice provided by a consumer to Contractor pursuant to Civil Code section 1798.150(b) alleging a violation of the CCPA, that involves personal information received or maintained pursuant to this Contract. Contractor must immediately notify the County if it receives a notice of violation from the California Attorney General pursuant to Civil Code section 1798.155(b).

B.46 Executive Order N-6-22 Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>), as well as any sanctions imposed under state law (<https://www.dgs.ca.gov/OLS/Ukraine-Russia>). The EO directs state agencies and their contractors (including by agreement or receipt of a grant) to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should it be determined that Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. Contractor shall be provided advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the County.

B.47 Campaign Contribution Disclosure (SB 1439)

Contractor has disclosed to the County using Attachment G - Campaign Contribution Disclosure Senate Bill 1439, whether it has made any campaign contributions of more than \$250 to any member of the Board of Supervisors or County elected officer [Sheriff, Assessor-Recorder-Clerk, Auditor-Controller/Treasurer/Tax Collector and the District Attorney] within the earlier of: (1) the date of the submission of Contractor's proposal to the County, or (2) 12 months before the date this Contract was approved by the Board of Supervisors or Purchasing Department. Contractor acknowledges that under Government Code section 84308, Contractor is prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or County elected officer for 12 months after the County's consideration of the Contract.

In the event of a proposed amendment to this Contract, the Contractor will provide the County a written statement disclosing any campaign contribution(s) of more than \$250 to any member of the Board of Supervisors or other County elected officer within the preceding 12 months of the date of the proposed amendment.

Campaign contributions include those made by any agent/person/entity on behalf of the Contractor or by a parent, subsidiary or otherwise related business entity of Contractor.

C. TERM OF CONTRACT

This Contract is effective as of November 3, 2024, and expires November 2, 2027, but may be terminated earlier in accordance with provisions of this Contract. The County may, but is not obligated to, extend awarded contract(s) for up to two (2) additional one-year periods contingent on the availability of funds and Contractor performance.

D. FISCAL PROVISIONS

D.1 The maximum amount of payment under this Contract shall not exceed \$1,342,133 (See Attachment A-1 Proposed Payment Schedule attached hereto). 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.

D.2 Invoices shall be issued with a net thirty (30) day payment term with corresponding Purchase Order number stated on the invoices.

Payment will be based on the attached budget (include as attachment to contract).

D.3 Contractor shall accept all payments from County via electronic funds transfer (EFT) directly deposited into the Contractor's designated checking or other bank account. Contractor shall promptly comply with directions and

accurately complete forms provided by County required to process EFT payments.

- D.4** County is exempt from Federal excise taxes and no payment shall be made for any personal property taxes levied on Contractor or on any taxes levied on employee wages. The County shall only pay for any State or local sales or use taxes on the services rendered or equipment and/or parts supplied to the County pursuant to the Contract.
- D.5** Costs for services under the terms of this Contract shall be incurred during the contract period except as approved by County. Contractor shall not use current year funds to pay prior or future year obligations.
- D.6** Funds made available under this Contract shall not supplant any federal, state or any governmental funds intended for services of the same nature as this Contract. Contractor shall not claim reimbursement or payment from County for, or apply sums received from County with respect to that portion of its obligations that have been paid by another source of revenue. Contractor agrees that it will not use funds received pursuant to this Contract, either directly or indirectly, as a contribution or compensation for purposes of obtaining funds from another revenue source without prior written approval of the County.
- D.7** Contractor shall adhere to the County's Travel Management Policy (8-02 and 08-02SP1) when travel is pursuant to this Contract and for which reimbursement is sought from the County. In addition, Contractor is encouraged to utilize local transportation services, including but not limited to, the Ontario International Airport.

E. INDEMNIFICATION AND INSURANCE REQUIREMENTS

E.1 Indemnification

Contractor will indemnify, defend, and hold harmless County and its officers, employees, agents and volunteers, from any and all third party claims, costs (including without limitation reasonable attorneys' fees), and losses for infringement of any United States patent, copyright, trademark or trade secret (Intellectual Property Rights) by any goods or services. If a credible claim is made or threatened, including without limitation the filing of a lawsuit against County, or County receives a demand or notice claiming actual or potential infringement or misappropriation of any Intellectual Property Rights, County will use reasonable efforts to notify Contractor promptly of such lawsuit, claim or election. However, County's failure to provide or delay in providing such notice will relieve Contractor of its obligations only if and to the extent that such delay or failure materially prejudices Consultant's ability to defend such lawsuit or claim. County will give Contractor sole control of the defense (with counsel reasonably acceptable to County) and settlement of such claim; provided that Contractor may not settle the claim or suit absent the written consent of County unless such settlement (a) includes a release of all claims pending against County, (b) contains no admission of liability or wrongdoing by County, and (c) imposes no obligations upon County other than an obligation to stop using the goods or services that are the subject of the claim. In the event that Contractor fails to or elects not to defend County against any claim for which County is entitled to indemnity by Contractor, then Contractor shall reimburse County for all reasonable attorneys' fees and expenses within thirty (30) days from date of invoice or debit memo from County. After thirty (30) days, County will be entitled to deduct any unpaid invoice or debit memo amount from any amounts owed by County to Contractor. This shall not apply to any judgment or settlement amount, which amounts County shall be entitled to notify, invoice or debit Contractor's account at any time; and County, at its sole discretion, may settle the claim or suit.

If, in Contractor's opinion, any goods or services become, or are likely to become, the subject of a claim of infringement of Intellectual Property Rights, Contractor may, at its option: (i) procure for County the right to continue using the goods or receiving the services; (ii) replace or modify the goods or services to be non-infringing, without incurring a material diminution in performance or function; or (iii) if neither of the foregoing is feasible, in the reasonable judgment of Contractor, County shall cease use of the goods or services upon written notice from Contractor, and Contractor shall provide County with a pro-rata refund of the unearned fees paid by County to Contractor for such goods or services.

E.2 Additional Insured

The Commercial General Liability and Automobile Liability policies shall include the County and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

E.3 Waiver of Subrogation Rights

Except for Cyber Liability and Professional Liability policies, the Contractor shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. Except for Cyber Liability and Professional Liability policies, the Contractor hereby waives all rights of subrogation against the County.

E.4 Policies Primary and Non-Contributory

Except for Cyber Liability and Professional Liability policies, all other policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

E.5 Severability of Interests

The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the County or between the County and any other insured or additional insured under the policy.

E.6 Proof of Coverage

The Contractor shall furnish Certificates of Insurance to the County Department administering the Contract evidencing the insurance coverage at the time the Contract is executed, additional endorsements, as required shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, the Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request. Evidence of Contractor's coverage is available at the following link: [SAS Evidence of Insurance | SAS](#).

E.7 Acceptability of Insurance Carrier

Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII".

E.8 Deductibles and Self-Insured Retention

Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.

E.9 Failure to Procure Coverage

In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Contractor or County payments to the Contractor will be reduced to pay for County purchased insurance.

E.10 Insurance Review

Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk. Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt. Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.

E.11 Types and Limits

The Contractor agrees to provide insurance set forth in accordance with the requirements herein. If the Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified

requirements, the Contractor agrees to amend, supplement or endorse the existing coverage to do so. Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

- E.11.1 Workers' Compensation/Employer's Liability** – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of the Contractor and all risks to such persons under this contract. If Contractor has no employees, it may certify or warrant to the County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Director of Risk Management. With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.
- E.11.2 Commercial/General Liability Insurance** – The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:
- a. Premises operations and mobile equipment.
 - b. Products and completed operations.
 - c. Broad form property damage (including completed operations).
 - d. Explosion, collapse and underground hazards.
 - e. Personal injury.
 - f. Contractual liability.
 - g. \$2,000,000 general aggregate limit.
- E.11.3 Automobile Liability Insurance** – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence. If the Contractor is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence. If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.
- E.11.4 Cyber Liability Insurance** - Cyber Liability Insurance with limits of no less than \$1,000,000 for each occurrence or event with an annual aggregate of \$2,000,000 covering privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. The policy shall protect the involved County entities and cover breach response cost as well as regulatory fines and penalties.
- E.11.5 Umbrella Liability Insurance** – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.
- E.11.6 Professional Liability** – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim and two million (\$2,000,000) aggregate limits
- or**
- Errors and Omissions Liability Insurance** – Errors and Omissions Liability Insurance with limits of not less than one million (\$1,000,000) and two million (\$2,000,000) aggregate limits

If insurance coverage is provided on a "claims made" policy, the "retroactive date" shall be shown and must be before the date of the state of the contract work. The claims made insurance shall be maintained or "tail" coverage provided for a minimum of one (1) year after contract completion.

F. RIGHT TO MONITOR AND AUDIT (This Section F shall apply only to the extent that Contractor is hosting or maintaining data, including without limitation PHI and PII, originating from or on behalf of the County.)

F.1 Right to Monitor

- F.1.1** With respect only to the Software and Services being provided by Contractor, County or any subdivision or appointee thereof, and the State of California or any subdivision or appointee thereof, including the Auditor General, shall have right to review and audit applicable records, books, papers, documents,

corporate minutes, financial records, staff information, patient records , other pertinent items as requested, and shall have absolute right to monitor the performance of Contractor in the delivery of services provided in maintaining the Software and performing the Services under this Contract. Full cooperation shall be given by Contractor in any auditing or monitoring conducted, according to this agreement.

F.1.2 Reserved.

F.1.3 Contractor shall reasonably cooperate with the County in the implementation, monitoring and evaluation of this Agreement and comply with any and all reporting requirements established by the County. Should the County identify an issue or receive notification of a complaint or potential/actual/suspected violation of requirements, County may audit, monitor, and/or request information from Contractor to ensure compliance with laws, regulations, and requirements, as applicable.

F.2 Availability of Records

F.2.1 Reserved.

F.2.2 Contractor shall maintain all records and management books pertaining to local service delivery and demonstrate accountability for contract performance and maintain all fiscal, statistical, and management books and records pertaining to the program.

F.2.3 Records, should include, but are not limited to, monthly summary sheets, sign-in sheets, and other primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must also comply with the Code of Federal Regulations (CFR), Title II, Subtitle A, Chapter II, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

F.2.4 All records shall be complete and current and comply with all Contract requirements. Failure to maintain acceptable records per the preceding requirements shall be considered grounds for withholding of payments for billings submitted and for termination of a Contract.

F.2.5 Reserved.

F.2.6 Reserved.

F.2.7 Contractor shall agree to maintain and retain all appropriate service and financial records for a period of at least ten (10) years from the date of final payment, the final date of the contract period, final settlement, or until audit findings are resolved, whichever is later.

F.2.8 Reserved.

F.2.9 Reserved.

F.3 Final Settlement: Audit

F.3.1 Contractor agrees to maintain and retain all appropriate service and financial records for a period of at least ten (10) years from the final date of the contract period or from the date of completion of any audit, whichever is later.

F.3.2 Reserved.

F.3.3 If the appropriate agency of the State of California, or the County, determines that all, or any part of, the payments made by the County to Contractor pursuant hereto are not reimbursable in accordance with this Agreement, said payments will be repaid by Contractor to the County. In the event such payment is not made on demand, the County may withhold monthly payment on Contractor's claims until such disallowances are paid by Contractor, may refer for collections, and/or the County may terminate and/or

indefinitely suspend this Agreement immediately upon serving written notice to the Contractor.

F.3.4 Reserved.

F.3.5 Contractor expressly acknowledges and will comply with all audit requirements contained in the Contract documents. These requirements include, but are not limited to, the agreement that the County or its designated representative shall have the right to audit, to review, and to copy any records and supporting documentation pertaining to the performance of this Agreement. The Contractor shall have fourteen (14) days to provide a response and additional supporting documentation upon receipt of the draft post Contract audit report. DBH – Administration Audits will review the response(s) and supporting documentation for reasonableness and consider updating the audit information. After said time, the post Contract audit report will be final.

F.3.6 If a post Contract audit finds that funds reimbursed to Contractor under this Agreement were in excess of actual costs or in excess of claimed costs (depending upon State of California reimbursement/audit policies) of furnishing the services, the difference shall be reimbursed on demand by Contractor to the County using one of the following methods, which shall be at the election of the County:

1. Payment of total.
2. Payment on a monthly schedule of reimbursement agreed upon by both the Contractor and the County.

F.3.7 If there is a conflict between a State of California audit of this Agreement and a County audit of this Agreement, the State audit shall take precedence.

F.3.8 In the event this Agreement is terminated, the last reimbursement claim shall be submitted within sixty (60) days after the Contractor discontinues operating under the terms of this Agreement. When such termination occurs, the County shall conduct a final audit of the Contractor within the ninety (90) day period following the termination date, and final reimbursement to the Contractor by the County shall not be made until audit results are known and all accounts are reconciled. No claims for reimbursement shall be accepted after the sixtieth (60th) day following the date of contract termination.

F.3.9 Reserved.

F.4 Single Audit Requirement

F.4.1 Reserved.

F.5 Assistance by Contractor

F.5.1 Contractor shall provide all reasonable facilities and assistance for the safety and convenience of County's representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work of Contractor.

F.5.2 All records pertaining to services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by County representatives for a period of three years after final payment under this Contract or until all pending County, State and Federal audits are completed, whichever is later.

G. CORRECTION OF PERFORMANCE DEFICIENCIES

G.1 Failure by Contractor to comply with any of the provisions, covenants, requirements or conditions of this Contract shall be a material breach of this Contract.

G.2 In the event of a non-cured breach, County may, at its sole discretion and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:

G.2.1 Afford Contractor thereafter a time period within which to cure the breach, which period shall be established at the sole discretion of County; and/or

G.2.2 Discontinue reimbursement to Contractor for and during the period in which Contractor is in breach, which

reimbursement shall not be entitled to later recovery; and/or

G.2.3 Withhold funds pending duration of the breach; and/or

G.2.4 Offset against any monies billed by Contractor but yet unpaid by County those monies disallowed pursuant to Item "b" of this paragraph; and/or

G.2.5 Terminate this Contract immediately and be relieved of the payment of any consideration to Contractor. In the event of such termination, the County may proceed with the work in any manner deemed proper by the County. The cost to the County shall be deducted from any sum due to the Contractor under this Contract and the balance, if any, shall be paid by the Contractor upon demand.

H. NOTICES

All written notices provided for in this Contract or which either party desires to give to the other shall be deemed fully given, when made in writing and either served personally, or by facsimile, or deposited in the United States mail, postage prepaid, and addressed to the other party as follows:

San Bernardino County
Department of Behavioral Health
303 E. Vanderbilt Way
San Bernardino, CA 92415-0026

SAS Institute Inc. ("SAS")
World Headquarters
SAS Campus Drive
Cary, NC 27513

Notice shall be deemed communicated two (2) County working days from the time of mailing if mailed as provided in this paragraph.

I. ENTIRE AGREEMENT

This Contract, including all Exhibits and other attachments, which are attached hereto and incorporated by reference, and other documents incorporated herein, represents the final, complete and exclusive agreement between the parties hereto. Any prior agreement, promises, negotiations or representations relating to the subject matter of this Contract not expressly set forth herein are of no force or effect. This Contract is executed without reliance upon any promise, warranty or representation by any party or any representative of any party other than those expressly contained herein. Each party has carefully read this Contract and signs the same of its own free will.

J. ELECTRONIC SIGNATURES

This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other mail 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 Agreement upon request.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the San Bernardino County and the Contractor have each caused this Contract to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY

► *Dawn Rowe*

Dawn Rowe, Chair, Board of Supervisors

Dated: NOV 19 2024

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



By *Lynna Modell*
Lynna Modell
Clerk of the Board of Supervisors
of San Bernardino County
Deputy

SAS Institute Inc. ("SAS")

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

By ► *Victoria Clayton*
B4553C40E6D1411
(Authorized signature - sign in blue ink)

Name Victoria Clayton
(Print or type name of person signing contract)

Title Director, Licensing Operations
(Print or Type)

Dated: 11/13/2024

Address World Headquarters
SAS Campus Drive

Cary, NC 27513

FOR COUNTY USE ONLY

Approved by Legal Form
► *Dawn Martin*
8FD744A7C87047B
Dawn Martin, Deputy County Counsel
Date 11/13/2024

Reviewed for Contract Compliance
► *Lisa Rivas-Ordaz for Ellayna Hoatson*
39DFCEFF0020348
Ellayna Hoatson, Contracts Supervisor
Date 11/13/2024

Reviewed/Approved by Department
► *Georgina Yoshioka*
D7897EEA874B2
Georgina Yoshioka, Director
Date 11/13/2024

**ATTACHMENT A
DATA WAREHOUSE MINING SOFTWARE AND SUPPORT
STATEMENT OF WORK**

SAS Institute, Inc.
100 SAS Campus Drive, Room T 1130
Cary, NC 27511
(919) 531-7977

I. DESCRIPTION OF SERVICES AND SOFTWARE TO BE PROVIDED

A. Service Descriptions

The SAS Data Warehouse provides a variety of reports and information that impact a wide range of San Bernardino County residents, both adults and children, through the County.

B. Software

Necessary software for this project is listed but not limited to those items noted in Addendums II, and III and is referred to as the "Data Warehouse Mining Outcome Solution" or "Software".

C. Software Maintenance

Subject to the County's payment of the Annual Software Maintenance fee, SAS will provide technical support, either by telephone or electronically, to County to solve specific problems with installation or use of the Software, including Software or Software Enhancements developed by SAS specifically for the County under the Original License or this Contract, using SAS's best efforts. It may not be possible for SAS to solve all problems or correct all errors in the Software. From time to time, SAS may make available, and County agrees to use reasonable efforts to install, new releases, updates and corrective code. During ongoing Software development, SAS may add, change or delete individual components or functionality in new releases, provided that, without the County's prior written consent, SAS shall not make such additions, changes, or deletions to Software or Software Enhancements developed by SAS specifically for the County under the Original License or this Contract. Such permitted Software modifications shall be subject to the terms of the Contract. If County chooses not to install the most current release of the Software, the level of technical support may diminish over time. SAS' obligations in this section are subject to the following: County shall: (a) when requesting technical support, notify SAS of any modifications to the Software not made by SAS, or at the direction of SAS; and (b) establish technical contacts with knowledge about the Software and County's use of the Software who will be qualified to provide SAS with information necessary for SAS to diagnose and remedy any problems with the Software. Failure to comply with these terms may result in longer response and resolution times. The County may contact SAS technical support via telephone (1-800-727-0025) or via email at support@sas.com.

II. PROJECT CONTACT INFORMATION

The following are the primary points of contact for all phases of this contract; listed in order of contact priority:

Department of Behavioral Health - Research & Evaluation

Behavioral Health Informatics Manager (R&E)
(909) 386-0961
M-F, 8:00 a.m. – 5:00 p.m.

Department of Behavioral Health – Information Technology

Bus App Manager (IT)
(909) 388-0902

M-F, 8:00 a.m. to 5:00 p.m.

SAS Institute, Inc. (Based in North Carolina (+3 hours). Use Cell numbers after 2:00 p.m. PST)

Project Manager – (919) 677-8000

III. BILLING/PAYMENT

- A. Contractor shall bill County at address below per the payment schedule in Attachment A-1 and in accordance with Contract– Funding and Payment Articles. All invoices submitted shall clearly reflect all required information specified regarding the services for which claims are made and also include the Contract number. All hourly billable Services will include the date of Service, type of Services provided, number of hours required and the charges. County shall have the right to dispute any invoices submitted for payment by Contractor if County believes the charges are inaccurate or incorrect in any way. Contractor shall provide backup documentation to support all Travel related costs such as copies of travel/mileage reports, detailed receipts for meals, car rental, hotel and airline receipts, etc. Within a reasonable period of time (usually 60 days) following receipt of a complete and correct invoice, County shall make payment.
- B. Invoices/billing shall be sent to:
- Department of Behavioral Health
Attn: DBH Fiscal Services
303 East Vanderbilt Way, 4th floor
San Bernardino, CA 92415**
- C. The attached mutually agreed-upon schedule of payment by deliverable per the **Payment Schedule for Data Warehouse Mining Outcome Solution Support** (see Schedule A) will be used as the basis for Support invoicing and payments.
- D. The Contractor shall submit additional reports as reasonably requested by the County.
- E. The Contractor understands that compliance with all standards listed in the Contract is required by the Department of Health Care Services and the County of San Bernardino. Failure to comply with any of the above requirements may result in reimbursement checks being withheld until the Contractor is in full compliance.

IV. DEPARTMENT OF BEHAVIORAL HEALTH (R&E, IT and ITD) RESPONSIBILITIES

- A. The County shall monitor the Contractor on a regular basis in regard to compliance with all mutually agreed to requirements.
- B. The County will provide the following staff to coordinate with SAS staff as needed:
- Project Leader
 - Business Analyst(s) – define functional specifications
 - IT Staff – knowledge of data & IT infrastructure
 - End Users – for acceptance testing
 - Others as needed

- C. Other duties as required such as providing the Contractor with remote access to all environments necessary to perform the Services, and providing adequate work space and network connectivity while the Contractor is providing on-site support.

V. OUTCOMES AND EVALUATION

Provide for data warehouse continuity and expansion for clinical and administrative reporting and decision support. The data warehouse is a key repository for outcomes and analytic data for many programs within DBH. **The Data Warehouse is a repository for outcomes data for many DBH programs, only a sample is provided.**

Goals	Key Outcomes
Modernize and Transform Clinical and Administrative Information Systems to Ensure Quality of Care, Parity, Operational Efficiency and Cost Effectiveness	<ul style="list-style-type: none"> •Implement, maintain, and improve EHR •Maintain and utilize data warehouse

[END OF DATA WAREHOUSE MINING SOFTWARE AND SUPPORT STATEMENT OF WORK]

**ATTACHMENT A-1
PROPOSED PAYMENT SCHEDULE**

Proposed Payment Schedule

Contract year	Annual Software Maintenance and Licensing	SAS System Support and Remote Part-Time Administration	Total Annual cost
2024-2025	\$ 342,903.00	\$ 127,000.00	\$ 469,903.00
2025-2026	\$ 354,904.00	\$ 75,000.00	\$ 429,904.00
2026-2027	\$ 367,326.00	\$ 75,000.00	\$ 442,326.00
Totals	\$ 1,065,133.00	\$ 277,000.00	\$ 1,342,133.00

SAS System Support and Remote Part-Time Administration ("Administration Services") to be provided by SAS on a Time and Materials basis, to be initiated by the Department of Behavioral Health. The Administration Services will assist the County with monitoring the overall performance and health of its SAS system and the assigned SAS part time systems administrator will perform health checks, review logs when required for performance viability, apply hot fixes when required to maintain the integrity of the software solution and work with the County as required, at their request and direction.

[END OF PROPOSED PAYMENT SCHEDULE]



Attachment A-2

SAS Perpetual Software License Addendum

This Addendum applies only to perpetual Software licenses for non-commercial customers who have been qualified by SAS. To license Software, Customer will enter into an Order Form with SAS that incorporates the Universal Terms, this Addendum and any other Offering-specific terms.

1. Term

The License Period is perpetual provided that Customer's operating system allows the Software to continue operating. Maintenance Periods are annual. However, the Order Form may specify a different length for a Maintenance Period.

Initial license fees include fee for perpetual license and Maintenance fee for a one (1) year period. Starting in the second period of the perpetual license period, Customer may choose to purchase Maintenance for the Software. In such event, Customer must purchase Maintenance for all Software in the Authorized Environment.

"Maintenance" includes:

- (a) SAS' reasonable efforts, either by telephone, e-mail or in writing, to help Customer solve specific problems with installation or use of the Software; and
- (b) new releases, updates and corrective code that SAS may make available from time to time.

Customer agrees to use reasonable efforts to install new releases, updates and corrective code provided by SAS. It may not be possible for SAS to solve all problems or correct all errors in the Software. During ongoing Software development, SAS may add, change or delete individual components or functionality in new releases. Such Software modifications shall be subject to the terms of the Agreement. If Customer chooses not to install the most current release of the Software, the level of technical support may diminish over time.

2. Perpetual License for Government Entities

For Software originally licensed by a Government Entity, Customer must notify SAS in writing if Customer ceases to qualify as a Government Entity. Customer will not be allowed to renew maintenance if Customer no longer qualifies as a Government Entity. In such event, Customer may purchase an annual license for the Software at SAS' then current annual license fee for the Software.

3. Restrictions

The *Technical Support* section of the Universal Terms does not apply to the Software. If Customer does not

purchase Maintenance or Customer's Maintenance lapses, SAS will not provide:

- (a) Maintenance;
- (b) assistance with respect to Software incompatibility related to hardware upgrades or changes to operating systems or changes to hardware that affect operating system incompatibilities, regardless of whether a hardware upgrade has occurred; or
- (c) any new releases of the Software, either major or minor, that SAS makes generally available.

4. Renewal Maintenance Fees

In order to provide Customer with uninterrupted access to Maintenance for the Software, at the end of each Maintenance Period, the Maintenance for the Software license will renew automatically for one (1) additional annual Maintenance Period unless: (a) an authorized representative of Customer notifies SAS via email at licensing@sas.com at least sixty (60) days prior to the end of the then-current Maintenance Period that it intends not to renew; (b) the Software is no longer generally available; or (c) the Agreement has been terminated according to the *Termination* section of the Universal Terms.

The Order Form may specify renewal Maintenance Fees for a multi-year Term. If the Order Form does not specify the renewal Fee for the upcoming Maintenance Period, SAS will use reasonable efforts to provide Customer ninety (90) days' advance notice of the renewal Maintenance Fee.

5. Multi-Year Committed Term

The Order Form may specify a multi-year Term consisting of multiple annual Maintenance Periods and will set forth a payment schedule under which the multi-year Fee is paid upfront or on an installment basis. Customer will pay the Fee for the Committed Period even if Customer cancels Maintenance prior to the expiration of the Committed Period. However, either party may terminate the Agreement according to the *Termination* section of the Universal Terms.

6. Fees to Reinstate Maintenance Services

If Customer's chooses not to purchase Maintenance or Customer's Maintenance lapses for any reason, Customer may reinstate Maintenance by paying the following reinstatement Fee:

Time Period	Reinstatement Fee
Within 24 months of Maintenance lapse	1.3 x (Maintenance Fees for all prior unpaid Maintenance Periods + current Maintenance Fees)
On or after 24 months of Maintenance lapse	Then-current initial License Fee for the Software

The reinstatement fees set forth above do not apply to nonpayment of any Fees during a Committed Period. Customer is obligated to pay all Fees for a Committed Period. Renewal Maintenance Fees apply to any subsequent annual period following reinstatement.

7. Product Authorization Code

SAS will provide Customer with the perpetual Product Authorization Code when invoicing Customer for the Perpetual License. Customer may need to apply a new Product Authorization Code for changes to the Authorized Environment, operating system or Software version. SAS is not required to provide the Product Authorization Code if Customer is in breach of the Agreement or has not paid any undisputed License or Maintenance Fees for the Software.

8. Authorized Environment

Customer or its Related Entities, employees or contractors, including third party cloud providers must control the Authorized Environment or any back-up environment. Customer will notify SAS of changes to the Authorized Environment. Some Software is not available for use on all types of Authorized Environments.

9. Installations

Except as otherwise set forth in the Order Form, the Software license entitles Customer to one (1) complete instance of the Software in a production environment. Processor cores or license capacity cannot be shared across or used to create multiple production environments. Customer may install the Software on an unlimited number of non-production environments unless the Pricing Metric for the Software is based on the number of installations or the Order Form otherwise limits the number of installations.

10. Pricing Metrics

If the Order Form authorizes use of the Software for the benefit of Customer's and Related Entities' operations, the Pricing Metric quantity is calculated based on the sum of the Pricing Metric associated with Customer and its Related Entities.

11. Upgrades

Customer must pay any upgrade License Fees due under the Agreement for changes to the applicable Pricing Metric. Customer cannot upgrade the applicable Pricing Metric unless Customer is in an active Maintenance Period.

12. Warranties and Indemnities

SAS' warranties and indemnities under the Agreement apply during: (a) the first twelve (12) months of the License Period; and (b) any subsequent annual period in which Customer pays a Maintenance Fee for Maintenance. For the purposes of determining the refund that may be available under the *Virus Warranty*; *Conformance with Documentation Warranty* and SAS' *Indemnification* sections of the Agreements, the refund will be the Fees Customer paid to SAS during the then-current annual period. **THE SOFTWARE IS PROVIDED "AS IS", WITH NO WARRANTIES OR INDEMNITIES, FOR ANY ANNUAL PERIODS DURING WHICH CUSTOMER DOES NOT PURCHASE MAINTENANCE FROM SAS.**

Definitions

"Government Entity" means an entity that is majority owned and controlled by a government authority.

"Maintenance Fee" means the Fee Customer pays to SAS for Maintenance.

"Maintenance Period" means the period during which SAS will provide Maintenance.

LGL5779 v2

Last Revised: 01Apr2024

[END OF SAS PERPETUAL SOFTWARE LICENSE ADDENDUM]

ATTACHMENT B

SAS SOFTWARE LICENSE ADDENDUM

This Addendum applies only to Software licenses. To license Software, County (also referred to as “Customer” herein) will enter into an Order Form with SAS that incorporates the Universal Terms, this Addendum and any other Offering-specific terms.

1. Annual Licenses

License Periods are annual unless otherwise set forth in the Order Form.

2. License Renewal

The parties may agree to renew the Software license for additional License Periods. Renewal is accomplished by SAS sending an invoice for the applicable Fee and Customer paying the invoice.

3. Renewal Fees

The Order Form may specify renewal Fees for a multi-year Term or Option Period(s). If the Order Form does not specify the renewal Fee for the upcoming License Period, SAS will use reasonable efforts to provide Customer ninety (90) days’ advance notice of the renewal Fee.

4. Invoicing

SAS will invoice Customer for the Fee for the first License Period when Customer executes the Order Form. SAS will invoice Customer for any renewal Fees annually in advance of each annual License Period.

5. Multi-Year Initial Term

The Order Form may specify a multi-year Term consisting of multiple annual License Periods and will set forth a payment schedule under which the multi-year Fee is paid upfront or on an installment basis. The multi-year Term may consist of a Committed Period and/or Option Periods. Customer will pay the Fee for the Committed Period even if Customer discontinues its use of the Software prior to the expiration of the Committed Period. However, either party may terminate the Agreement for cause according to the *Termination* section of the Universal Terms.

6. Product Authorization Code

When SAS receives the Fee for each License Period, SAS will provide Customer with a Product Authorization Code valid for that License Period. Customer may need to apply a new Product Authorization Code for changes to the Authorized Environment, operating system or Software version. SAS is not required to provide the Product Authorization Code if Customer is in breach of the Agreement or has not paid any undisputed Fees for the Software.

7. Authorized Environment

The Authorized Environment and any back-up environment must be controlled by Customer or its Related Entities, employees or contractors, including third party cloud providers. Customer will notify SAS of changes to the Authorized Environment. Some Software is not available for use on all types of Authorized Environments.

8. Installations

Except as otherwise set forth in the Order Form, the Software license entitles Customer to one (1) complete instance of the Software in a production environment. Processor cores or license capacity cannot be shared across or used to create multiple production environments. Customer may install the Software on an unlimited number of non-production environments unless the Pricing Metric for the Software is based on the number of installations or the Order Form otherwise limits the number of installations.

9. Pricing Metrics

Unless the Pricing Metric is based on the processing capacity of the Authorized Environment or the number of Users, the Pricing Metric quantity is determined by combining the quantity associated with Customer and Related Entities benefitting from the use of the Software.

If the Pricing Metric is based on the number of Users, the Pricing Metric quantity is determined by combining the quantity of Users authorized by Customer or Related Entities to access the Software.

If the Pricing Metric is based on the processing capacity of the Authorized Environment, the Pricing Metric quantity is calculated separately for each Authorized Environment used for production purposes based on the processing capacity of the Authorized Environment.

If Customer expands the use of the Software to benefit additional Related Entities and such use results in an increase to pricing metric quantities, Customer will notify SAS and pay any applicable additional Fees according to the *Upgrade* section of the Universal Terms.

LGL5625 v4

Last Revised: 21Apr2023

[END OF SAS SOFTWARE LICENSE ADDENDUM]

ATTACHMENT C SAS UNIVERSAL TERMS

These Universal Terms apply to all Offerings. To order an Offering, County (also referred to as "Customer" herein) will enter into an Order Form with SAS that incorporates these Universal Terms and other Offering-specific addenda. Definitions

1. Permitted Use

1.1 Usage Rights. This section describes the standard usage or access rights for Offerings. The Order Form may contain additional or different usage or access rights.

1.1.1 For any SAS Cloud Offering, Customer may access the System during the Term.

1.1.2 For any Software Offering installed outside of a System, SAS grants Customer a license to use the Software during the Term.

1.1.3 If the Offering includes Work Product, SAS grants Customer a royalty-free license to use the Work Product. If the Work Product relates to Software or a System, Customer will use the Work Product only in connection with the applicable Software or System and during the Term of the Agreement for the Software or System.

1.2 Benefit. Customer will use the Offering solely for the benefit of its operations in the Territory. If the Territory is global or includes more than one country, then Customer's Related Entities may also benefit from use of or access to the Offering.

1.3 Restrictions.

1.3.1 All license grants and usage rights are nonexclusive, nonassignable and nontransferable.

1.3.2 Customer will not use any Offering or Documentation to: (a) bring an intellectual property infringement claim against SAS; or (b) create or assist a third party in creating an offering that competes with SAS.

1.3.3 Customer may use any Documentation only to support Customer's use of the related Software.

1.3.4 Customer will not use any Offering in a time-sharing or service provider arrangement.

1.4 Users. This Permitted Use section extends to Users.

2. Section Omitted

3. Fees

3.1 Fees. Fees are listed in the Order Form.

3.2 Payment. Payments are due net thirty (30) days. Refunds are not available unless specifically stated in the Agreement. SAS may designate an affiliate or a third party to invoice and/or collect payment on its behalf.

3.3 Upgrades. Customer must contact SAS to change any factor impacting the Pricing Metric or applicable usage or access rights. These changes may result in additional Fees calculated and invoiced based on the date of the change.

3.4 Taxes. Customer is responsible for any applicable taxes, except for taxes based on SAS' income. Unless otherwise stated in the Order Form, Fees do not include taxes. Customer may provide a tax exemption certificate to SAS. SAS will use reasonable efforts to include applicable taxes on SAS' invoice.

Customer will self-assess and pay any VAT, GST or sales tax applicable to Customer's use of the Offering outside of the US and not included on SAS' invoice.

3.5 Third Party Payments. Customer may designate a third party to receive invoices and make payments on Customer's behalf. Customer will be responsible for any related charges assessed by the third party. Payment of all Fees remains Customer's ultimate responsibility.

4. Technical Support

4.1 General. Technical support for the Software or System is included during the Term as documented in SAS' technical support policies at

<https://support.sas.com/en/technical-support/services-policies.html>, which may be updated from time to time. Customer may obtain additional support services from SAS by executing an Order Form and paying additional Fees to SAS.

Technical support also includes access to all new releases, updates, bug-fixes, security patches and other corrective code that SAS makes generally available. Customer agrees to use reasonable efforts to install such content for Software not hosted by SAS. If Customer chooses not to install the current release of the Software or instructs SAS not to install the current release of the Software in a System, the level of technical support will diminish over time. During ongoing development, SAS may rename Offerings or add, change or delete individual components or functionality in new releases of the Software or System.

4.2 Customer Contacts and Notification. Customer must establish knowledgeable technical contacts who are qualified to provide SAS with information necessary for SAS to diagnose and remedy any problems. When requesting technical support, Customer will notify SAS of any modifications to the Software or System not made by SAS. Failure to comply with these terms may result in longer response and resolution times.

5. Intellectual Property

The Agreement does not transfer any ownership rights. SAS and its licensors retain title to the Offering, any Documentation, source code, and any techniques, skills, concepts or know-how SAS utilizes or develops while performing the Agreement. Customer retains ownership to Customer Materials and any data Customer derives from using an Offering. The Software source code is a SAS trade secret. Customer and Users will not access source code or attempt to reverse engineer, reverse assemble or decompile the Software or System. Customer and Users will not remove any copyright or proprietary rights notice from any Offering. The Agreement does not limit any rights Customer may have under any open-source license covering any open-source component included in the Offering.

Use of any online training provided with an Offering but not separately listed on the Order Form is governed by the terms of the Agreement.

6. Customer Materials

6.1 Usage Rights. Customer grants SAS a nonexclusive, nonassignable, nontransferable and royalty-free license to use the Customer Materials solely to perform the Agreement.

6.2 Data Classification Forms. Before providing any Customer Materials to SAS, Customer will complete any data classification forms that SAS requests. Customer will only transmit Customer Materials to SAS using SAS-approved methods.

6.3 Format and Protection. Customer's failure to provide any required Customer Materials in a mutually agreed upon format and timeframe, and in a usable condition, may delay SAS' performance of the Agreement. The parties will manage any resulting schedule changes through a change control process, and additional Fees may apply.

Customer is responsible for: (a) the integrity of the Customer Materials; (b) backing up the Customer Materials, and (c) mitigating the risks inherent in storing or transmitting the Customer Materials via the

System, including the risk of data loss.

6.4 Exclusions. SAS' warranties, indemnities and technical support set forth in the Agreement do not apply to Customer Materials.

6.5 Customer Materials Used in a System.

6.5.1 Customer must obtain SAS' prior written approval before using Customer Materials owned by a third-party data provider in the System. If any third-party data provider requires that SAS sign a separate data use agreement in order to use such data to perform the Agreement, then Customer, SAS and the provider will sign a three-party agreement. Notwithstanding the terms of any such data use agreement, the data provided by the third party will be deemed Customer Materials, and the Customer warranties and indemnification applicable to Customer Materials in the Agreement will apply.

6.5.2 If SAS believes the Customer Materials violate applicable law or third-party rights, SAS may either: (a) require Customer to remove the Customer Materials from the System; or (b) disable the Customer Materials.

6.5.3 Customer is responsible for: (a) providing or arranging for the provision of all support, maintenance, and upgrades for Customer Materials, including up-to-date virus protections; and (b) coordinating the timing of such activities with SAS. Customer may direct the Customer Materials provider to contact SAS on Customer's behalf for technical support issues if the provider believes the issue is connected to the System.

6.5.4 SAS may disable or remove Customer Materials in the event of any emergency situation or any threat or perceived threat to the System related to the Customer Materials. SAS will not be responsible for any adverse performance impact to the System or Downtime attributable to Customer Materials or to any such disengagement. In addition, SAS is not responsible for any compromises to the confidentiality, integrity, or availability of the System or Customer Materials that are attributable in whole or in part to Customer's use of Customer Materials.

7. Preproduction Offerings

7.1 Preproduction Offerings. During the Term, SAS may give Customer the opportunity to preview Preproduction Offerings at no cost to Customer so that Customer may provide feedback to SAS. No additional Order Form is required for Customer to preview a Preproduction Offering, regardless of whether the Preproduction Offering is a version of a production Offering that Customer has ordered via an Order Form or separate technology. Customer will not use Preproduction Offerings for production purposes.

7.2 No Warranty. SAS PROVIDES PREPRODUCTION OFFERINGS "AS IS." SAS' warranties and indemnification obligations set forth in the Agreement do not apply to Preproduction Offerings. SAS does not guarantee that any Preproduction Offering or functionality will be made generally available.

7.3 Disclaimers. NEITHER CUSTOMER, SAS, NOR SAS' THIRD-PARTY LICENSORS ARE LIABLE FOR DIRECT, SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE, OR RELIANCE DAMAGES (ARISING IN TORT, CONTRACT OR OTHERWISE) RELATED TO THE PREPRODUCTION OFFERING, EVEN IF THEY HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. SAS AND SAS' THIRD-PARTY LICENSORS ARE NOT LIABLE FOR ANY THIRD-PARTY CLAIMS AGAINST CUSTOMER RELATED TO A PREPRODUCTION OFFERING. THE PARTIES MAKE THESE EXCLUSIONS IN CONSIDERATION OF THE LICENSES GRANTED UNDER THE AGREEMENT.

7.4 Hosted Preproduction Offering. If SAS makes the Preproduction Offering available via a hosted environment, Customer will comply with the terms of use that SAS specifies in writing.

8. SAS Warranties and Disclaimers

8.1 Intellectual Property Warranty. SAS warrants it has the right to license the Software or Work Product

or provide the Offering to Customer. Customer's exclusive remedy for SAS' breach of this warranty is set forth in the *Indemnification by SAS* section.

8.2 Virus Warranty; Conformance with Documentation Warranty. SAS warrants that when delivered, each commercially available release of the Software will not contain a virus and will substantially conform to its Documentation. As Customer's exclusive remedy for breach of this warranty, SAS, at its option, will: (a) repair the Software; (b) replace the Software; or (c) terminate the applicable Order Form and refund the Fees paid for the Software during the then-current annual period or any prepaid Fees under the Order Form.

8.3 Skilled Personnel Warranty. SAS warrants that the Consulting Services will be performed by skilled personnel. As Customer's exclusive remedy for breach of this warranty, SAS will refund the Fees paid for the Consulting Services at issue.

8.4 WARRANTY DISCLAIMERS. SAS AND ITS THIRD-PARTY LICENSORS DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ARISING AS A RESULT OF CUSTOM OR USAGE IN THE TRADE OR BY COURSE OF DEALING. SAS MAKES NO WARRANTY THAT THE SOFTWARE OR THE SYSTEM WILL OPERATE ERROR-FREE OR WITHOUT INTERRUPTION OR THAT ANY DATA TRANSMISSIONS TO, FROM, OR THROUGH THE SYSTEM WILL BE COMPLETELY SECURE. SAS DOES NOT WARRANT OR REPRESENT THAT CUSTOMER'S USE OF THE OFFERING ALONE WILL RESULT IN CUSTOMER'S COMPLIANCE WITH ANY APPLICABLE LAW.

9. Customer Warranties

9.1 Intellectual Property Warranty. Customer warrants that: (a) it has the right to provide the Customer Materials to SAS; and (b) Customer and Users will comply with any third-party usage rights and applicable laws related to the Customer Materials. The exclusive remedy for breach of these warranties is set forth in the *Indemnification by Customer* section.

9.2 Compliance Warranty. Customer warrants that the publication, transmission and receipt of all Customer Materials complies with all applicable laws including, without limitation, laws relating to trademarks, copyrights, defamation, consumer protection, personal privacy and false or deceptive trade practices.

10. Exclusions of Damages; Limitation of Liability

10.1 Exclusion of Damages. Neither Customer, SAS, nor SAS' third-party licensors are liable for special, incidental, indirect, consequential, punitive, or reliance damages (arising in contract, tort or otherwise) even if they have been informed of the possibility of such damages. Neither SAS nor SAS' third-party licensors are liable for any third-party claim against Customer. SAS' third-party licensors are not liable for any direct damages.

10.2 Limitation of Liability. THE TOTAL AMOUNT CUSTOMER MAY RECOVER FROM SAS FOR ALL CLAIMS ARISING FROM OR RELATING TO THE AGREEMENT IS LIMITED IN TWO TIMES THE AGGREGATE TO THE FEES CUSTOMER HAS PAID FOR THE OFFERING AT ISSUE DURING THE APPLICABLE ANNUAL PERIOD IN WHICH THE CLAIM AROSE.

10.3 Applicability. This section does not apply to the *Indemnification by SAS* section, the *Indemnification by Customer* section, or to either party's violation of the other's intellectual property rights. The limitations in this section will apply even if any of the remedies provided in the *SAS Warranties and Disclaimers* section fail of their essential purpose. Some jurisdictions do not allow limitations of liability or exclusions of certain types of damages so certain provisions of this section may not apply to Customer. However, the provisions apply to the greatest extent permitted by applicable law.

11. Section Omitted

12. Indemnification by Customer

To the extent allowable by law, Customer will indemnify SAS for any claim made against SAS arising from or relating to: (a) the Customer Materials; (b) Customer's violation of its obligations in the *Customer Warranties* and *Customer Responsibilities* sections of these Universal Terms; or (c) violations of the *Prohibited Activities* section included in an Addendum for any System. SAS will promptly notify Customer in writing of any such claim. SAS will allow Customer to control the litigation or settlement of any such claim and will cooperate with Customer in the investigation, defense and settlement. Customer will indemnify SAS by paying for the costs and attorneys' fees SAS incurs at Customer's direction and any judgment finally awarded against SAS or settlement approved by Customer. SAS may participate at SAS' own expense. Nothing in this Section shall constitute a waiver of sovereign immunity or any other affirmative defenses available to a governmental entity, all of which are reserved.

13. Confidential Information

Each party acknowledges that it may have access to certain Confidential Information. The recipient will use the discloser's Confidential Information only to perform its obligations under the Agreement. SAS may also use Customer's Confidential Information to provide Customer sample analysis for other SAS Offerings or Preproduction Offerings. Recipient will not disclose discloser's Confidential Information received in connection with the Agreement to any third parties without Discloser's prior written approval. This restriction does not apply to information that is: (a) generally available to the public; (b) released by discloser without restriction; (c) independently developed or acquired by recipient; (d) known to the recipient prior to receipt from discloser; or (e) revealed pursuant to court order or as required by applicable law, provided that recipient uses reasonable efforts to promptly notify discloser of such requirement prior to compliance in order to permit discloser to seek protection against disclosure. SAS may also: (a) report the terms of the Agreement to SAS' third-party licensors and partners solely as required by agreements between SAS and its third-party licensors and partners; and (b) list Customer as a SAS customer in SAS' annual report or other materials. Recipient's obligations of confidentiality for each item of discloser's Confidential Information will continue for five (5) years from the date of initial disclosure. However, confidentiality obligations for Personal Data or source code will not expire. For the purpose of this section, SAS' affiliates and subcontractors are not "third parties." Unless specifically authorized in the Order Form, neither party will disclose source code.

14. Data Protection and Personal Data

Customer will not disclose or transmit Personal Data to SAS unless: (a) specifically authorized under the Order Form; (b) authorized by an Addendum incorporated into the Order Form; or (c) required for technical support. In such event, the SAS Data Processing Addendum available at <https://www.sas.com/dpa> will apply to SAS' processing of Personal Data. If the Personal Data contains Protected Health Information as defined by and subject to the US Health Insurance Portability and Accountability Act, the Business Associate Addendum available at [sas.com/baa](https://www.sas.com/baa) is incorporated into the Agreement with respect to such disclosure.

To the extent applicable, SAS will also comply with the SAS Business Customer Privacy Policy available at https://www.sas.com/en_us/legal/privacy.html, which is subject to change at SAS' reasonable discretion. Changes will not result in a material reduction to the level of protection provided by SAS for any Personal Data during the Term.

15. Section Omitted

16. Section Omitted

17. General

17.1 Customer Responsibilities. Customer will: (a) verify the accuracy of its data input and output while using the Offering; (b) duplicate, document and protect all data and software Customer uses with the Offering; (c) for SAS Cloud Offerings, assume responsibility for any damages resulting from Customer's decision to continue running a prior version of the Software in the System that SAS has informed Customer is no longer eligible for SAS' standard technical support; (d) inform all Users of the relevant terms of the Agreement and be responsible for their adherence to such terms; (e) keep records of where any Software is installed and used; (f) keep records of the extent of usage of the Software or System relative to the applicable Pricing Metrics and usage rights and provide a copy of such records to SAS upon request; (g)

designate a single delivery contact for Product Authorization Codes and installation media and a single billing contact for invoices; and (h) use the Offering consistent with the SAS Responsible Use Policy, available at www.sas.com/responsibleuse.

17.2 Customer Feedback. SAS may use any feedback related to any Offering or Preproduction Offering in any format and any ideas, concepts, know-how, formulas, designs, improvements, inventions, techniques or processes contained in that feedback, whether or not patentable.

17.3 Severability. If a court of competent jurisdiction finds any part of the Agreement unenforceable, that part is excluded, but the remainder remains in full force and effect.

17.4 No Waiver. Failure to require compliance with a part of the Agreement is not a waiver of that part. Nothing in the Agreement waives any remedy SAS may have under the Agreement at law, in equity, or otherwise.

17.5 Non-Assignment. Customer will not assign the Agreement or any of its rights or obligations without SAS' written permission, which will not be unreasonably withheld. If Customer attempts to assign the Agreement in violation of this subsection, that assignment is void and is a material breach of the Agreement.

17.6 Audit. Upon thirty (30) business days' notice to Customer, SAS may conduct an audit during Customer's normal business hours to verify Customer's compliance with an Order Form. If the audit reveals that Customer owes additional fees, Customer will pay the amounts owed.

17.7 Injunctive Relief. Because monetary damages are inadequate to remedy a breach of SAS' or its third-party licensors' intellectual property rights, SAS may protect those intellectual property rights through temporary restraining orders or injunctions without posting bond.

17.8 Force Majeure. Except for Customer's obligations to pay the Fee, neither party will be liable to the other party for any failure or delay in performance caused by factors beyond its reasonable control including, but not limited to, restrictions of applicable law, epidemics or pandemics, labor disputes, acts of God, third-party mechanical or other equipment breakdowns, fire, explosions, fiber optic cable cuts, interruption or failure of telecommunication or digital transmission links, Internet failures or delays, cyber-attacks, storms or any other event that prevents performance.

17.9 Independent Contractors. SAS, its employees, and subcontractors are acting as independent contractors and not as employees or agents of Customer. Neither party has the authority to bind the other party.

17.10 Third Party Rights; No Lease. Unless specifically stated in the Order Form, the Agreement does not confer any rights upon any third parties. This Agreement does not lease any interest in real property to Customer.

17.11 Updates to Terms. SAS may change the terms set forth in the URLs listed in the Order Form or incorporated into the Agreement from time to time. However, if the change results in a material degradation of the Customer's rights under the Agreement, SAS will provide Customer with written notice of the change by posting the notice on www.sas.com/contract-with-sas-archive.

17.12 Languages. The parties enter into the Agreement in English. However, Customer or SAS may enter into all or a portion of the Order Form in a non-English language. In that event, the Order Form will be binding as written but any addenda incorporated into the Order Form will be binding in English. SAS may make the Agreement available in other languages for Customer's convenience. However, the English language version controls unless otherwise required by applicable law. SAS may invoice Customer in English.

Definitions

These defined terms are used in the Universal Terms, an Addendum and/or an Order Form. SAS may define additional terms in an Order Form or Addendum.

1. **"Addendum"** means any addendum incorporated into an Order Form.
2. **"Agreement"** means the collective set of terms identified in the Order Form. Invoices also form part of the Agreement.
3. **"Application Monitoring Software"** means software specified by SAS and required to collect data to verify the availability and performance of the Software.
4. **"Authorized Environment"** means the physical hardware, virtual machine, private cloud, public cloud account, or other environment where the Software is installed. If a pricing metric refers to "Authorized Hardware," that term will be interpreted to mean "Authorized Environment."
5. **"Committed Period"** means a period during which neither party may terminate an Order Form for convenience, except as set forth in the *Termination* section above.
6. **"Confidential Information"** means confidential information of the other party that is either marked as confidential or should be reasonably understood to be considered confidential due to its nature. Confidential Information includes source code, Customer Materials, Personal Data and the Product Authorization Code.
7. **"Connectivity Tool"** means individually assigned credentials which will enable access to Customer's computing system via Customer's VPN, Remote Desktop Protocol, or any other remote connection with multi-factor authentication and scoped access to data.
8. **"Consulting Services"** means SAS consulting services identified on an Order Form.
9. **"Customer"** means the customer entity identified on an Order Form.
10. **"Customer Budget"** means the amount of money Customer makes available for payment of Fees for the performance of Time and Materials Consulting Services. Applicable taxes and travel and living expenses are not included in Customer Budget.
11. **"Customer Materials"** means any materials that Customer provides to SAS or directs SAS to obtain.
12. **"Customer's Infrastructure"** means Customer's information technology infrastructure, including computers, software, databases, electronic systems (including database management systems) and networks, whether operated by Customer or a third party.
13. **"Deliverable"** means the tangible or intangible items identified in an Order Form that SAS agrees to deliver as part of Fixed Price Consulting Services.
14. **"Documentation"** means the official user documentation that SAS may make available for Software at <https://support.sas.com/en/documentation.html>.
15. **"Fee"** means the fee that Customer will pay to SAS under the Order Form.
16. **"Fixed Price"** means a pre-defined project model where SAS provides Consulting Services for a set Fee.
17. **"Issue Tracking System"** means the system that SAS provides to report, track and monitor issues associated with the Software and/or System.
18. **"License Period"** means the period during which Customer is authorized to use the Software.
19. **"Offering"** means the SAS offering listed on the Order Form, which may include Software, Consulting Services, a SAS Cloud offering, or any other offering made available by SAS.

20. "**Option Period**" means any annual period following the initial term where Customer may agree to renew the Order Form for a renewal Fee specified in the Order Form.
21. "**Order Form**" means the electronic or written ordering document entered into between SAS and Customer that specifies the Offering, Fee and other commercial terms.
22. "**Personal Data**" means information relating to an identified or identifiable natural person.
23. "**Pre-Installation Requirements Document**" means a document that SAS provides to Customer detailing activities, specifications and other requirements Customer must complete in preparation for installation of Software and provision of the System.
24. "**Preproduction Offering**" means an offering that is not generally available.
25. "**Prerequisite Software**" means any third party software required for use with the Software as defined at <http://support.sas.com/resources/thirdpartysupport/index.html>.
26. "**Pricing Metric**" means the metric used to determine the Fee.
27. "**Product Authorization Code**" means a code that enables the Software to operate for the applicable License Period.
28. "**Related Entity**" means a separate legal entity that is controlled by, is under common control with, or controls Customer. The term "control" means: (a) for commercial entities, ownership of more than fifty percent (50%) of the voting stock or assets of an entity; or (b) for non-profit or governmental entities, statutory or other documented legal authority over the general budget and contracting rights of an entity.
29. "**RMS**" means remote managed services Offering identified on the Order Form.
30. "**SAS**" means SAS Institute Inc. unless another SAS entity is defined in the Order Form.
31. "**SAS Cloud**" means Hosted Managed Services, Subscription Services, XaaS, or other hosted Offerings made available by SAS.
32. "**Sensitive Information**" means (a) credit or debit card numbers, personal identification numbers (PIN), passwords or other similar information used for payment or to access personal or financial information; (b) patient, medical or other protected health information; (c) genetic data, biometric data, or data about an individual's criminal history; (d) government-issued personal identification numbers (such as social security numbers, driver's license numbers, or passport numbers); (e) classified or technical data controlled by the US International Traffic in Arms Regulations; or (f) materials that require a United States export license, license exception or other United States government authorization.
33. "**Software**" means SAS software, including its embedded subcomponents, licensed to Customer under an Order Form or accessed by Customer in a System.
34. "**Subscription Period**" means the period during which Customer is authorized to use the SAS Cloud Offering.
35. "**Subscription Service**" means the subscription service Offering identified on the Order Form.
36. "**System**" means any hosted environment provided in connection with a SAS Cloud Offering.
37. "**Term**" means twelve (12) months, or another initial time period if specified in the Order Form, and any subsequent renewal period.
38. "**Territory**" means global, unless otherwise set forth in the Order Form.
39. "**Time and Materials**" means a consultative model where (a) SAS provides Consulting Services at hourly or

daily rates; and (b) the only Deliverables are SAS' time and a limited license to any Work Product resulting from the Consulting Services.

40. "**Universal Terms**" means the terms that apply to all Offerings.

41. "**User**" means any individual authorized by Customer to access an Offering.

42. "**Work Product**" means computer code or other materials delivered by SAS in connection with Consulting Services.

LGL5628 v5

Last Revised: 01Oct2023

[END OF SAS UNIVERSAL TERMS]

ATTACHMENT C-1
SAS ORDER FORM



Order Form*

SAS Institute Inc. ("SAS") SAS Campus Drive Cary, NC 27513 USA Tel: (919) 677-8000 www.sas.com		Customer: County of San Bernardino, CA ("Customer")	
		Address: 385 N Arrowhead Ave San Bernardino, CA 92415-0103	
		Taxpayer ID/VAT/GST Number:	Currency: USD

Software

The effective date will be earlier of the 15th or the last date of the month immediately following Customer's acceptance or signature.

Offering	Pricing Metrics, Quantity and Other Usage Parameters	Operating System
SAS Enterprise BI Server	Processor Core Based (8)	WX6S
SAS Enterprise Miner	Processor Core Based (8)	WX6S
SAS Data Management Standard	Processor Core Based (8)	WX6S
SAS Enterprise Guide	Total Users (27)	WX6S
SAS Data Management Server Enrichment	Software Package License (1)	WX6S
SAS/ETS	Processor Core Based (8)	WX6S
SAS/STAT	Processor Core Based (8)	WX6S
Platform Suite for SAS	Processor Core Based (8)	WX6S
SAS Visual Analytics (on SAS Viya 3.x)	CAS Capacity (16 cores)	WX6S
SAS/ACCESS Interface to PC Files (on SAS Viya 3.x)	CAS Capacity (16 cores)	WX6S

* This Order Form supersedes and replaces Supplement Number 2 under Master License Agreement Number 60736 between SAS and San Bernardino County, CA.

Term and Fees

Annual Maintenance Period	Maintenance Fee	Committed Period or Option Period
Maintenance Period 1 (03NOV2024-02Nov2025)	\$342,902	Committed Period
Maintenance Period 2 (03NOV2025-02Nov2026)	\$354,904	Committed Period
Maintenance Period 3 (03NOV2026-02Nov2027)	\$367,326	Committed Period

Invoicing

SAS will invoice any Maintenance Fees in advance of each annual Maintenance Period.

Pricing Metrics and Additional Usage Parameters

- **Additional Production Environments** - Customer's license entitles Customer to install the Software on an unlimited number of production environments.
- **CAS Capacity** - The Fee is based on Customer's CAS Capacity which is defined as the aggregated capacity of all SAS cloud analytics services ("CAS") runtime instances (collectively, "**CAS Runtime**"). Aggregated capacity is calculated as the total number of physical and/or virtual cores used for computation and processing. Customer may install the Software on any quantity of physical and/or virtual Authorized Environments, provided that neither the aggregated capacity of the CAS Runtime nor the aggregated capacity of the SAS programming runtime engine ("**Non-CAS Runtime**") exceeds the licensed CAS Capacity. If CAS Runtime or Non-CAS Runtime exceeds CAS Capacity at any time, additional fees will apply.

- **Enterprise Use** - For this Order Form, the Territory is global. Users may use the Offering for the benefit of Customer and its Related Entities, subject to the applicable Pricing Metric. The Pricing Metric quantity is determined by combining the quantity associated with Customer and its Related Entities benefitting from the use of the Offering. If Customer expands the use of the Offering to benefit additional Related Entities, Customer will notify SAS of any increase to the Pricing Metric quantity and pay any applicable additional Fees.
- **Platform Suite for SAS - Permitted Scope** - Users may use the Software solely for job scheduling purposes in conjunction with SAS software applications residing in the Authorized Environment.
- **Processor Core Based** - The Fee is based on the total number of processor cores contained within a single item of Authorized Environment.
- **SAS Enterprise Miner - Permitted Scope** - Users may use components of the SAS Enterprise Miner personal client (including, but not limited to, Base SAS and SAS Enterprise Guide) and the SAS Enterprise Miner thin clients only for exploring and analyzing Customer data provided from the server where the SAS Enterprise Miner server components are licensed and installed.
- **Total Users** - The Fee is based on the total number of Users (not concurrent) who access the Software during the applicable License Period.

How this Order Form Works

This Order Form is governed by and incorporates the following documents. All documents are listed in order of precedence, and are collectively referred to as the "Agreement":

Document	Location*
This Order Form	Not Applicable
SAS Perpetual Software License Addendum	https://www.sas.com/addendum-perpetual-software-license
Software Addendum	https://www.sas.com/addendum-software
SAS Universal Terms	https://www.sas.com/universal-terms

The Governing Law section of the SAS Universal Terms is replaced in its entirety with the following: **Governing Law**. The laws of the State of California, excluding choice of law provisions and excluding the United Nations Convention on Contracts for the International Sale of Goods, govern the Agreement.

The individual signing or accepting this Order Form must have the authority to bind Customer to the Agreement.

Customer

Authorized Signature:

Dawn Rowe

Name: Dawn Rowe
Title: Chair, Board of Supervisors
Date: NOV 19 2024

SAS

Authorized Signature:

Signed by:

Victoria Clayton
Name: Victoria Clayton
Title: Director, Licensing Operations
Date: 11/13/2024

SAS INTERNAL USE:

6065050 COMMIT

18588690 OPPORTUNITY

LGL5723/Sep121

ATTACHMENT D
SAS TERMINATION FOR CONVENIENCE POLICY

Termination for Convenience Policy

This Termination for Convenience Policy (the "**Policy**") is effective October 1, 2023.

Termination for Convenience Right. A Customer may terminate an Agreement, without cause and without further charge or expense, at any time upon thirty (30) days' written notice to SAS sent to licensing@sas.com.

This right to terminate under this Policy is subject to Customer and its Related Entities contemporaneously terminating all Agreements in place with SAS. However, if Customer is a partner who has entered into the Agreement for the benefit of an end user, then Customer's right to terminate under this Policy is subject to Customer contemporaneously terminating all Agreements that Customer has entered into with SAS for the benefit of that end user and end user's Related Entities. Any fees due from Customer or Related Entities to SAS for the software, SAS Cloud or Excluded Offerings for the period prior to the termination date will become immediately due.

Required Verifications. On or before the expiration of the thirty (30) – day notice period, Customer and its Related Entities must delete all versions of the software and cease accessing the SAS Cloud. Customer must deliver the following verifications to SAS at the address above:

- (a) a statement signed by Customer's authorized signatory verifying deletion and cessation of access;
- (b) authorization from an authorized signatory of all Related Entities who have entered into an Agreement verifying that Customer has the authority to terminate the Agreement(s) on their behalf; and
- (c) authorization from an authorized signatory of any third party or end user for whom Customer licenses or uses the software or SAS Cloud (such as in a distributor, reseller or service provider arrangement) verifying that such entities have granted Customer the authority to terminate the Agreement(s).

Refund. Within thirty (30) days of SAS' receipt of all necessary verifications described above, SAS will provide Customer and/or Related Entities with a pro-rata refund of pre-paid software license or SAS Cloud fees related to all terminated Agreements. The refunded fees will be calculated based on the number of days remaining during the pre-paid term (which for purposes of this calculation will begin on the date on which SAS receives all applicable verifications).

Ongoing Obligations. Neither SAS nor Customer will have any obligations under the terminated Agreements except for those obligations identified in the Agreement as surviving its termination or expiration.

This Policy does not apply to Excluded Offerings. If an Agreement contains both: (a) software or SAS Cloud offerings, and (b) Excluded Offerings, then the terms of the Agreement will continue to apply to the Excluded Offerings as set forth in the Agreement.

Termination Upon the End of a Term. This Policy does not modify any other rights Customer has to terminate or not renew software licenses or SAS Cloud offerings under the terms of the Agreement. For example, the Customer may choose not to renew any individual software or SAS Cloud offering at the end of its committed term as set forth in the Agreement without exercising this Policy.

Definitions

Solely for the purpose of interpreting this Policy, the following definitions will control Over any conflicting definitions in the Agreement.

"Agreement" means an annual or multi-year software license or SAS Cloud agreement between Customer and SAS.

"Customer" means the entity or partner who has entered into an Agreement with SAS.

"Excluded Offerings" means consulting services, training, enhanced support, or perpetual software licenses or any other offering made available by SAS that is not software or a SAS Cloud.

"Related Entity" unless otherwise defined in the Agreement means a separate legal entity that is controlled by, is under common control with, or controls Customer. However, if Customer is a partner who has entered into an Agreement for the benefit of an end user, then "Related Entity" means a separate legal entity that is controlled by, is under common control with, or controls end user. The term "control" means: (a) for commercial entities, ownership of more than fifty percent (50%) of the voting stock or assets of an entity; or (b) for non-profit or governmental entities, statutory or other documented legal authority over the general budget and contracting rights of an entity.

"SAS" means SAS Institute Inc. and any of its subsidiaries, excluding JMP Statistical Discovery LLC or IDEaS, LLC.

"SAS Cloud" means hosted managed services, subscription services, XaaS, or other hosted offerings made available by SAS.

LGL6040

Last Revised: 01Oct2023

[END OF SAS TERMINATION FOR CONVENIENCE POLICY]

ATTACHMENT E



Campaign Contribution Disclosure (Senate Bill 1439)

DEFINITIONS

Actively supporting the matter: (a) Communicate directly with a member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, District Attorney, Auditor-Controller/Treasurer/Tax Collector] for the purpose of influencing the decision on the matter; or (b) testifies or makes an oral statement before the County in a proceeding on the matter for the purpose of influencing the County's decision on the matter; or (c) communicates with County employees, for the purpose of influencing the County's decision on the matter; or (d) when the person/company's agent lobbies in person, testifies in person or otherwise communicates with the Board or County employees for purposes of influencing the County's decision in a matter.

Agent: A third-party individual or firm who, for compensation, is representing a party or a participant in the matter submitted to the Board of Supervisors. If an agent is an employee or member of a third-party law, architectural, engineering or consulting firm, or a similar entity, both the entity and the individual are considered agents.

Otherwise related entity: An otherwise related entity is any for-profit organization/company which does not have a parent-subsidary relationship but meets one of the following criteria:

- (1) One business entity has a controlling ownership interest in the other business entity;
- (2) there is shared management and control between the entities; or
- (3) a controlling owner (50% or greater interest as a shareholder or as a general partner) in one entity also is a controlling owner in the other entity.

For purposes of (2), "shared management and control" can be found when the same person or substantially the same persons own and manage the two entities; there are common or commingled funds or assets; the business entities share the use of the same offices or employees, or otherwise share activities, resources, or personnel on a regular basis; or there is otherwise a regular and close working relationship between the entities.

Parent-Subsidiary Relationship: A parent-subsidiary relationship exists when one corporation has more than 50 percent of the voting power of another corporation.

Contractors must respond to the questions on the following page. If a question does not apply respond N/A or Not Applicable.

1. Name of Contractor: SAS Institute Inc.		
2. Is the entity listed in Question No. 1 a non-profit organization under Internal Revenue Code section 501(c)(3)?		
Yes <input type="checkbox"/> If yes, skip Question Nos. 3 - 4 and go to Question No. 5. No <input checked="" type="checkbox"/>		
3. Name of Principal (i.e., CEO/President) of entity listed in Question No. 1, if the individual actively supports the matter <u>and</u> has a financial interest in the decision: James H. Goodnight		
4. If the entity identified in Question No.1 is a corporation held by 35 or less shareholders, and not publicly traded ("closed corporation"), identify the major shareholder(s): James H. Goodnight, John P. Sall		
5. Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1 (see definitions above):		
Company Name	Relationship	
See attached		
6. Name of agent(s) of Contractor:		
Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)
N/A		
7. Name of Subcontractor(s) (including Principal and Agent(s)) that will be providing services/work under the awarded contract if the subcontractor (1) actively supports the matter <u>and</u> (2) has a financial interest in the decision <u>and</u> (3) will be possibly identified in the contract with the County or board governed special district:		
Company Name	Subcontractor(s):	Principal and/or Agent(s):
N/A		
8. Name of any known individuals/companies who are not listed in Questions 1-7, but who may (1) actively support or oppose the matter submitted to the Board <u>and</u> (2) have a financial interest in the outcome of the decision:		
Company Name	Individual(s) Name	
N/A		

9. Was a campaign contribution, of more than \$250, made to any member of the San Bernardino County Board of Supervisors or other County elected officer within the prior 12 months, by any of the individuals or entities listed in Question Nos. 1-8?

No ☒ If no, please skip Question No. 10. Yes ☐ If yes, please continue to complete this form.

10. Name of Board of Supervisor Member or other County elected officer: N/A

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Please add an additional sheet(s) to identify additional Board Members or other County elected officers to whom anyone listed made campaign contributions.

By signing below, Contractor certifies that the statements made herein are true and correct. Contractor understands that the individuals and entities listed in Question Nos. 1-8 are prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer while this matter is pending and for 12 months after a final decision is made by the County.

Victoria Clayton	Digitally signed by Victoria Clayton Signature	
Signature	Date: 2024.07.26 08:29:35 -04'00'	
Signature		Date
_____		<u>SAS Institute Inc.</u>
Print Name		Print Entity Name, if applicable

While the engagement with the County will be performed entirely by SAS Institute Inc. ("SAS"), a listing of all the SAS controlled entities globally is attached for your confidential reference. As a privately-held company, SAS is not permitted to disclose its owners' sensitive information.

CONFIDENTIAL
SAS INSTITUTE INC.
CARY, NORTH CAROLINA, U.S.A.

SAS INSTITUTE INC.
SUBSIDIARY ENTITIES AND REPRESENTATIVE AND BRANCH OFFICES
DECEMBER 31, 2023

Country	Subsidiary Entity	Representative or Branch Office
United States	Artogo LLC	
United States	Campus IP LLC	
United States	Integrated Decisions and Systems, Inc.	
United States	JMP Statistical Discovery LLC	
United States	Kamakura Corporation	
United States	Kamakura Corporation of America	
United States	Matrix IP LLC	
United States	Research IP LLC	
United States	SAS Federal LLC	
United States	SAS Global Holdings LLC	
United States	SAS Institute Holdings LLC	

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SAS INSTITUTE INC.
CARY, NORTH CAROLINA, U.S.A.

Country	Subsidiary Entity	Representative or Branch Office
United States	SAS Institute IC-DISC Inc.	
Argentina	SAS Institute Argentina S.A.	
Australia	SAS Institute Australia Pty. Ltd.	
Austria	SAS Institute Software GesmbH	
Belgium	SAS Institute NV/SA	
Brazil	SAS Institute Brasil Ltda	
Canada	SAS Institute (Canada) Inc.	
Chile		SAS Institute, Agencia en Chile (Branch Office of SAS Institute Argentina S.A.)
Chile	SAS Institute Chile Limitada	
China (Special Administrative Region, People's Republic of China - Hong Kong)	SAS Institute Ltd.	
China	SAS Research and Development (Beijing) Co., Ltd.	
China	SAS Software (Beijing) Co., Ltd	
China		SAS Software (Beijing) Co., Ltd. - Guangzhou Branch

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SAS INSTITUTE INC.
CARY, NORTH CAROLINA, U.S.A.

Country	Subsidiary Entity	Representative or Branch Office
China		SAS Software (Beijing) Co., Ltd. -- Shanghai Branch
Colombia	SAS Institute Colombia S.A.	
Croatia		SAS Institute, programska oprema, d.o.o. -- Croatia Branch Office
Czech Republic	SAS Institute CR, s.r.o.	
Denmark	SAS Institute A/S	
Egypt	SAS LLC	
Finland	SAS Institute Oy	
France	SAS Institute S.A.S.	
Germany	SAS Institute GmbH	
Greece	SAS Institute Computer Software S.A.	
Hungary	SAS Institute Kft.	
India	SAS Institute (India) Pvt. Ltd.	
India	SAS Research and Development (India) Pvt. Ltd.	
India	Integrated Decisions & Systems (India) Pvt. Ltd.	

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SAS INSTITUTE INC.
CARY, NORTH CAROLINA, U.S.A.

Country	Subsidiary Entity	Representative or Branch Office
Indonesia	PT SAS Institute	
Ireland	SAS Institute Limited	
Italy	SAS Institute S.r.l.	
Japan	SAS Institute Japan Ltd	
Korea	SAS Software Korea Limited Company	
Luxembourg	SAS Institute s.à r.l.	
Malaysia	SAS Institute Sdn. Bhd.	
Mexico	SAS Institute S. de R.L. de C.V.	
Morocco	SAS French Africa SARL AU	
The Netherlands	SAS Institute B.V.	
The Netherlands	SAS Institute Oud Bussem B.V.	
New Zealand	SAS Institute (NZ) Limited	
Nigeria	SAS Software Limited	
Norway	SAS Institute AS	

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SAS INSTITUTE INC.
CARY, NORTH CAROLINA, U.S.A.

Country	Subsidiary Entity	Representative or Branch Office
Peru	SAS Institute Perú S.A.C.	
Philippines	SAS Institute (Philippines), Inc.	
Poland	SAS Institute Sp. z o.o.	
Portugal	SAS Institute, Software, Lda.	
Puerto Rico		SAS Institute Inc. - Puerto Rico Branch Office
Qatar		SAS Institute Inc. - Qatar Branch Office
Romania	SAS Analytical Solutions S.r.l.	
Russia	SAS Institute LLC [Inactive]	
Saudi Arabia		SAS Middle East FZ-LLC - Saudi Arabia Branch Office
Serbia		SAS INSTITUTE, Software, Ltd., Representative Office in Belgrade (Representative Office of SAS Institute, Programska oprema, d.o.o.)
Singapore	SAS Institute Pte. Ltd.	
Slovak Republic	SAS Slovakia, s.r.o.	
Slovenia	SAS Institute, programska oprema, d.o.o.	
South Africa	SAS Institute (Pty) Ltd.	

CONFIDENTIAL
SAS INSTITUTE INC.
CARY, NORTH CAROLINA, U.S.A.

Country	Subsidiary Entity	Representative or Branch Office
Spain	SAS Institute S A U	
Sweden	SAS Institute AB	
Switzerland	SAS Institute AG	
Taiwan	SAS Institute Taiwan Ltd.	
Thailand	SAS Software (Thailand) Co., Ltd.	
Turkey	SAS Institute Computer Systems Ltd	
Ukraine	SAS Institute LLC	
United Arab Emirates	SAS Middle East FZ-LLC	
United Arab Emirates		SAS Middle East FZ-LLC – Abu Dhabi Branch Office
United Kingdom	SAS Software Limited	