



**Contract Number**

**20-1173 A-1**

**SAP Number**

**4400014406**

## Department of Behavioral Health

<b>Department Contract Representative</b>	Eric Williams
<b>Telephone Number</b>	(909) 388-0951
<b>Contractor</b>	SAS Institute Inc.
<b>Contractor Representative</b>	Sharlotte Furtado
<b>Telephone Number</b>	(916) 519-4034
<b>Contract Term</b>	November 3, 2019 – November 2, 2024
<b>Original Contract Amount</b>	\$2,242,930
<b>Amendment Amount</b>	
<b>Total Contract Amount</b>	\$2,242,930
<b>Cost Center</b>	9200552200

THIS AMENDMENT NO. 1 is entered into in the State of California by and between San Bernardino County, hereinafter called the County, and SAS Institute Inc. referenced above, hereinafter called Contractor.

**IT IS HEREBY AGREED AS FOLLOWS:**

**WITNESSETH:**

IN THAT CERTAIN **Contract No. 20-1173** by and between San Bernardino County, a political subdivision of the State of California, and Contractor for data warehousing mining, software maintenance and support services which Contract first became effective November 3, 2019, the following changes are hereby made and agreed to, effective date of execution:

I. ARTICLE IX PERSONNEL, paragraph B, is hereby amended and paragraphs D and E, are hereby added to read as follows:

B. 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.

D. 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.

E. Campaign Contribution Disclosure (SB 1439)

Contractor has disclosed to the County using Attachment III - 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 other 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. 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 other 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.

II. ADDENDUM III "SUPPLEMENT to the MASTER LICENSE AGREEMENT", SUPPLEMENT GRID, "SAS DataPack for US Address Verification" has been removed and is hereby amended to read "SAS Data Management DataPack US Address Verification."

III. ADDENDUM III "SUPPLEMENT to the MASTER LICENSE AGREEMENT", SUPPLEMENT GRID, the column marked "Applicable Pricing Metric, Number of Authorized Units" on the Software grid reference to "DataPack Site License" has been removed and is hereby amended to read "DataPack Installs."

- IV. ADDENDUM III "SUPPLEMENT to the MASTER LICENSE AGREEMENT", Section 3.1.6 "ENRICHMENT DATA USE TERMS", has been removed and is hereby amended to read as follows:
- 3.1.6 Enrichment Data Use Terms - All data necessary to use the Software is subject to the Enrichment Data Use Terms available at <https://www.sas.com/enrichment>.
- V. ADDENDUM III "SUPPLEMENT to the MASTER LICENSE AGREEMENT", Section 3.1.8 "DATAPACK SITE LICENSE" has been removed and is hereby amended to read as follows:
- 3.1.8 DataPack Installs - The Fee is based on the number of DataPack Installs where a "DataPack Install" is defined as the installation of the Software in a single Authorized Environment for production use. Customer's use of the Software is dependent upon Customer's licensing, under the Agreement, certain other SAS software ("Required Software").
- VI. ATTACHMENT III "CAMPAIGN CONTRIBUTION DISCLOSURE (SB1439)", is hereby added.

VII. All other terms, conditions and covenants in the basic agreement remain in full force and effect.

This Amendment 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 Amendment. The parties shall be entitled to sign and transmit an electronic signature of this Amendment (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Amendment upon request.

SAN BERNARDINO COUNTY

SAS Institute Inc.

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

►  
\_\_\_\_\_  
Dawn Rowe, Chair, Board of Supervisors

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

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

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

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

Title Director, Licensing Operations  
*(Print or Type)*

Lynna Monell  
Clerk of the Board of Supervisors  
of San Bernardino County

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

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

Address World Headquarters  
SAS Campus Drive

Cary, NC 27513

**FOR COUNTY USE ONLY**

Approved as to Legal Form

Reviewed for Contract Compliance

Reviewed/Approved by Department

►  
\_\_\_\_\_  
Bonnie Uphold, Supervising Deputy County Counsel

►  
\_\_\_\_\_  
Ellayna Hoatson, Contracts Supervisor

►  
\_\_\_\_\_  
Georgina Yoshioka, Director

Date \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_



## 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  If yes, skip Question Nos. 3 - 4 and go to Question No. 5.

No

3. Name of Principal (i.e., CEO/President) of entity listed in Question No. 1, if the individual actively supports the matter and 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 and (2) has a financial interest in the decision and (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 and (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  
Signature

Digitally signed by Victoria Clayton  
Signature  
Date: 2024.07.26 08:29:35 -04'00'

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**SAS Institute Inc.**

\_\_\_\_\_  
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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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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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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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 SARLAU	
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 A/S	

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Country	Subsidiary Entity	Representative or Branch Office
Peru	SAS Institute Perú S.A.C.	
Philippines	SAS Institute (Philippines), Inc.	
Poland	SAS Institute Sp. zo.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.	

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<b>Country</b>	<b>Subsidiary Entity</b>	<b>Representative or Branch Office</b>
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	