



# State of West Virginia Agency Contract

CORRECT ORDER NUMBER MUST APPEAR  
ON ALL PACKAGES, INVOICES, AND  
SHIPPING PAPERS. QUESTIONS  
CONCERNING THIS ORDER SHOULD BE  
DIRECTED TO THE DEPARTMENT  
CONTACT.

**Order Date:** 04-30-2026

<b>Order Number:</b>	ACT 0511 3815 BFA2600000002 1	<b>Procurement Folder:</b>	1959027
<b>Document Name:</b>	SAS Payment Integrity for Food Assistance	<b>Reason for Modification:</b>	
<b>Document Description:</b>	SAS Payment Integrity for Food Assistance		
<b>Procurement Type:</b>	Agency Contract - Fixed Amt		
<b>Buyer Name:</b>	Roberta A Wagner		
<b>Telephone:</b>	(304) 558-0437		
<b>Email:</b>	roberta.a.wagner@wv.gov		
<b>Shipping Method:</b>	Best Way	<b>Effective Start Date:</b>	04-01-2026
<b>Free on Board:</b>	FOB Dest, Freight Prepaid	<b>Effective End Date:</b>	03-31-2027

VENDOR	DEPARTMENT CONTACT																				
<b>Vendor Customer Code:</b> 000000213810 SAS INSTITUTE INC SAS CAMPUS DRIVE  CARY NC 27513 US <b>Vendor Contact Phone:</b> 919-531-9405 <b>Extension:</b>	<b>Requestor Name:</b> Lesley E Walizer <b>Requestor Phone:</b> (304) 356-4545 <b>Requestor Email:</b> lesley.e.walizer@wv.gov																				
<b>Discount Details:</b> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 5px;"> <thead> <tr> <th>#</th> <th>Discount Allowed</th> <th>Discount Percentage</th> <th>Discount Days</th> </tr> </thead> <tbody> <tr> <td>#1</td> <td>No</td> <td>0.0000</td> <td>0</td> </tr> <tr> <td>#2</td> <td>Not Entered</td> <td></td> <td></td> </tr> <tr> <td>#3</td> <td>Not Entered</td> <td></td> <td></td> </tr> <tr> <td>#4</td> <td>Not Entered</td> <td></td> <td></td> </tr> </tbody> </table>	#	Discount Allowed	Discount Percentage	Discount Days	#1	No	0.0000	0	#2	Not Entered			#3	Not Entered			#4	Not Entered			
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#1	No	0.0000	0																		
#2	Not Entered																				
#3	Not Entered																				
#4	Not Entered																				

INVOICE TO	SHIP TO
ADMINISTRATIVE SERVICES ASSISTANT - 304-356-4528 HEALTH AND HUMAN RESOURCES BFA - COMMISSIONER'S OFFICE  350 CAPITOL ST, RM 730  CHARLESTON WV 25301-3711  US	ADMINISTRATIVE SERVICES ASSISTANT - 304-356-4528 HEALTH AND HUMAN RESOURCES BFA - COMMISSIONERS OFFICE  350 CAPITOL ST, RM 730  CHARLESTON WV 25301-3711  US

<b>Total Order Amount:</b>	<b>\$876,259.97</b>
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<b>DEPARTMENT AUTHORIZED SIGNATURE</b> <b>SIGNED BY:</b> <i>Chris Mull</i> <b>DATE:</b> 5/1/2026 <b>ELECTRONIC SIGNATURE ON FILE</b>
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**Extended Description:**

THE VENDOR, SAS INSTITUTE, INC, AGREES TO ENTER WITH THE AGENCY, WEST VIRGINIA DEPARTMENT OF HUMAN SERVICES, BUREAU FOR FAMILY ASSISTANCE (BFA), INTO A CONTRACT FOR SAS PAYMENT INTEGRITY FOR FOOD ASSISTANCE PER THE TERMS AND CONDITIONS, AND THE VENDOR'S QUOTE DATED 02/03/2026, INCORPORATED HEREIN BY REFERENCE, AND MADE A PART OF HEREOF.

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
1	81162000	0.00000		0.000000	\$544,258.39
<b>Service From</b>	<b>Service To</b>	<b>Manufacturer</b>		<b>Model No</b>	
2026-04-01	2027-03-31				

**Commodity Line Description:** Hosted Managed Services

**Extended Description:**

Hosted Managed Services (Prod & Non-Prod)

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
2	81162000	0.00000		0.000000	\$325,001.58
<b>Service From</b>	<b>Service To</b>	<b>Manufacturer</b>		<b>Model No</b>	
2026-04-01	2027-03-31				

**Commodity Line Description:** Implementation Services

**Extended Description:**

Implementation Services

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
3	81162000	0.00000		0.000000	\$7,000.00
<b>Service From</b>	<b>Service To</b>	<b>Manufacturer</b>		<b>Model No</b>	
2026-04-01	2027-03-31				

**Commodity Line Description:** Training

**Extended Description:**

Training

	Document Phase	Document Description	Page
BFA2600000002	Final	SAS Payment Integrity for Food Assistance	3

**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions



# **SAS Payment Integrity for Food Assistance**

West Virginia Department of Human Services



# SAS Payment Integrity for Food Assistance

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## West Virginia Department of Human Services

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February 3, 2026

**Submitted by:**

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February 3, 2026

Alex J. Mayer, Cabinet Secretary  
West Virginia Department of Human Services (DoHS)  
One Davis Square  
Suite 100 East  
Charleston, WV 25301

Secretary Mayer,

On behalf of SAS, I am pleased to submit this proposal to support the State of West Virginia Department of Human Services (DoHS) in enhancing the SNAP program while also reducing SNAP case error rates. Our analytics-driven solution helps DoHS users to focus on the cases most likely to contain errors, improving efficiency, accuracy, and compliance while safeguarding federal funding.

We look forward to continuing conversations with DoHS to improve outcomes for West Virginia families and welcome any questions or clarifications.

Sincerely,

*Jacqueline Montileone*

Jacqueline Montileone  
Senior Account Executive, West Virginia  
+1 (615) 319-8736  
[Jacqueline.Montileone@sas.com](mailto:Jacqueline.Montileone@sas.com)

*SAS Payment Integrity for Food Assistance helps the Department of Human Services ensure timely and correct benefits to West Virginia citizens by leveraging SAS' industry-leading analytical insights into optimal case review prioritization.*

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# Executive Summary

## West Virginia Current State and SAS' Vision

### ***Strengthening SNAP Integrity and Reducing Error Rates in West Virginia***

The state of West Virginia Department of Human Services (DoHS) plays a critical role in ensuring SNAP benefits reach the families who need them most. Traditional case review methods consume substantial staff time and can leave errors undetected, risking higher state costs if federal funding is reduced due to elevated error rates.

**With the passage of HR1, new federal thresholds introduce a potential \$55 million liability for West Virginia if error rates exceed 6%.** West Virginia recognizes that the current processes are not conducive to a significant reduction in error rates, and the timeline imposed by HR1 requires immediate action beyond people and process.

**SAS is ready to help West Virginia. Our SNAP Payment Integrity solution uses advanced analytics to continuously monitor active cases, flagging high-risk cases likely to contain errors.** Additionally, SAS' solution focuses on analyzing data to promote quality and efficiency through the use of continuous monitoring. This allows DoHS staff to focus their time where it matters most—preserving accuracy, reducing overpayments, and ensuring families receive the support they need.

Together, we can help West Virginia maintain its leadership, avoid future exposure, and continue delivering benefits with confidence and precision.

### ***Key Benefits***

- **Prioritized Case Reviews:** Direct resources to cases with the highest likelihood of errors, reducing manual effort on low-risk cases.
- **Accurate Benefit Delivery:** Detect errors faster, enabling West Virginia DoHS to make corrections more quickly, strengthening compliance with federal and state requirements.
- **Enhanced Service for Families:** Enable West Virginia DoHS to improve trust and program outcomes while maintaining rapid access to benefits for which West Virginia is known.

### ***Recommended Approach***

- Apply predictive analytics to case and eligibility data to identify potential errors.
- Track error rates across regions, offices, and worker groups through automated dashboards.
- Identify opportunities for training, process improvements, or oversight to reduce errors.

### ***Expected Impact***

- Help West Virginia DoHS lower SNAP error rates and reduce future financial risk to the State.
- Streamline compliance reviews, saving time, and resources.
- Enhance the customer experience for SNAP families.

*SAS Payment Integrity for Food Assistance helps the Department of Human Services ensure timely and correct benefits to West Virginia citizens by leveraging SAS' industry-leading analytical insights into optimal case review prioritization.*

- Strengthen trust with federal partners through data-driven oversight.

With SAS, West Virginia DoHS can turn monthly case reviews into a time-efficient, high-impact, and data-driven process with the **goal of protecting state resources, ensuring program integrity, and delivering reliable benefits to families across the state of West Virginia.**

*SAS Payment Integrity for Food Assistance helps the Department of Human Services ensure timely and correct benefits to West Virginia citizens by leveraging SAS' industry-leading analytical insights into optimal case review prioritization.*

## Solution Overview

SAS offers West Virginia a proven, commercial off-the-shelf (COTS) analytical model that is purpose-built to assist in reducing SNAP error rates. To enhance payment accuracy and oversight in food assistance programs, this initiative leverages the **SAS Viya Platform**—a cloud-native analytics solution known for its scalability and collaborative capabilities. The **Payment Integrity for Food Assistance model** automates data aggregation and analysis, enabling continuous monitoring and delivering actionable insights to reduce case error rates. Through advanced features like case risk scoring, peer group analysis, and interactive dashboards, West Virginia staff can gain multi-level visibility into predicted error trends and anomalies. Configurable reports and state-specific eligibility tables further support informed decision-making and precise program management.






The SNAP Payment Integrity for Food Assistance model aids SNAP programs in risk assessment to identify active cases that are most likely to have payment errors. The model offers the following three components:

- An analytics framework that offers flexibility and scalability with a SAS Viya-based foundation upon which the model analysis and reporting components operate.
- Analysis and scoring models that identify and prioritize solid leads for triage and decisioning by agency end users.
- Prioritized analytic results to minimize the time to client review, deployment, and action.

These advanced analytics capabilities will lead to three outcomes to improve the program performance.

1. Reduce the overpayment period.
2. Identify error-prone policy or decision points in processes for remediation.
3. Identify areas for performance improvement for case workers by analyzing the frequency of case errors.

By implementing a top-down approach that utilizes analytics to thoroughly investigate the full eligibility caseload each month and pinpoint cases with the highest propensity for risk and error, DoHS can reap numerous benefits that can be realized in a short amount of time following implementation. A few of these include **Quick Wins**, such as:

<b>01</b>	<b>Precision Error Detection</b>	Eliminate the inefficiencies of random sampling by focusing on the highest-risk cases. Intelligent review uses proven models to identify error markers with exceptional accuracy, minimal false positives, and optimized staff time.	
<b>02</b>	<b>Quick Detection, Cost Savings</b>	Because errors are identified quickly and accurately, preventive measures can be deployed quickly to reduce losses and prevent future payments that can subject the agency to costly federal penalties.	
<b>03</b>	<b>Workflow Automation</b>	Seamlessly integrate analytics into existing eligibility systems to automate workflows and decisioning – reducing staff effort.	
	<b>Improved Customer Experience</b>	Staff can redirect workload into other areas that ensure that customers are better served and directed at improving customer satisfaction.	
<b>05</b>	<b>Performance Insights</b>	Management can analyze key performance indicators through regions, offices, and defined worker classifications to improve training, make better business decisions, and increase oversight into critical areas.	

Because the solution takes advantage of a consolidated view of data, this facilitates the deployment of additional analytics and scenarios. This enables the platform to easily be adapted over time to reflect newer risk and error factors (more complex schemes, internal threats, etc.) and adapt to new programmatic changes by scaling as necessary to accommodate case volume fluctuations in the future.

## Consulting Services

The following services will be provided to implement the SAS Payment Integrity for Food Assistance model.

### Model QuickStart

SAS will provide services to configure the SAS Payment Integrity for Food Assistance Model, which includes the following deliverables:

- **Assessment:** Includes one kickoff meeting and one assessment session to identify one model configuration based on West Virginia DoHS priorities.
- **Model QuickStart:** Up to ten (10) business days of working sessions with West Virginia DoHS to review model configuration, demonstrate configured model execution, provide knowledge transfer, and up to five days of advisory support.
- **Outcomes and Next Steps Document:** As applicable, the document will contain the following: Executive Summary, Model Configuration, Data Source Process/Flow, Output/Results Generation, and Recommended Next Steps.

Please note that assumptions regarding this solution and implementation are located in Appendix 1.

## Implementation of the SAS Payment Integrity for Food Assistance Solution

The implementation of the SAS Payment Integrity for Food Assistance Solution will include the following components:

### Data Ingestion

SAS Payment Integrity for Food Assistance requires certain information on benefit issuances, benefit recipients, and benefit eligibility standards from the United States Department of Agriculture. SAS will load data into the model data mart from extracts provided by the West Virginia DoHS. The data load will include any necessary quality checks (data quality issues to be resolved by the West Virginia DoHS required by the model, as well as exception reporting of non-compliant records). The five main sources of information required by the model are:

- **Case:** Contains information on each case (case identification number, status, begin and end dates).
- **Person:** Contains information on the benefit recipient (person identification number, name, gender, social security number, date of birth).
- **Case-Person:** Contains information on each recipient associated with each case (case identification number, person identification number, head of household, begin and end dates)
- **Address:** Contains information on the address of each case (case identification number, address, begin and end dates).
- **Benefit Issuance:** Contains detailed information on eligibility income, expenses, and household details (case identification number, household size, payment date, eligibility indicator, elderly or disabled indicator, various expense fields such as shelter and medical, earned income, and various unearned income fields such as social security and child support).

In addition to the above five data sources, the model will require State-specific benefit eligibility lookup tables containing information released yearly by the United States Department of Agriculture Food and Nutrition Service (USDA) in their Cost-of-Living Adjustment (COLA) information. All start and end dates are based on the effective dates in the FY SNAP COLA Memo. The five look-up tables required for the Food Assistance model contain the following information:

- **Gross Income Eligibility Standards:** This table contains data on gross income eligibility standards, net income eligibility standards, and maximum allotment amounts.
- **Minimum Benefit Amounts:** This table contains data on the minimum benefit amount allowed.
- **Resource Limits:** This table contains data on the maximum asset limits for households with at least one member who is age 60 or older or disabled, as well as all other households.
- **Shelter Deductions:** This table contains data on the maximum shelter deduction as well as additional individual deductions allowed by the State.
- **Standard Deductions:** This table contains data on the standard deductions based on household size.

### Solution Implementation

- SAS will implement an analytics framework that offers flexibility and scalability with a SAS Viya-based foundation upon which the model analysis and reporting components operate.
- SAS will provide analysis and scoring models that identify and prioritize leads for triage and decisioning by agency end users, including:
  - Peer Group Analysis: SAS will implement a peer group analysis routine to ensure that there are 'like-comparisons' being made when detecting outliers and anomalies. This careful consideration will reduce false positives and ensure that results are accurate and meaningful.
  - Outlier Detection: Surface outliers and anomalies for a set of attributes to identify cases for investigation. Attributes would include items like dependent care expenses, shelter income ratio, child support, and balance sheet.
- SAS will develop reports surfacing prioritized analytic results to minimize the time for West Virginia DoHS review, deployment, and action:
  - Results from the business rules and outlier detection analysis will be surfaced in an interactive dashboard within SAS Visual Analytics (VA) for review by investigators.
  - SAS Visual Analytics is a single application for reporting, data exploration, and analytics. Department case workers, IT professionals, and management will be able to view and interact with reports using a web browser. User groups will be established to provide access to the appropriate data, reports, and dashboards based on the necessity of that information for their daily responsibilities. West Virginia DoHS will be able to allow an unlimited number of view-only agency users to access the visualizations.
  - See the Report Configuration section of this proposal for further details.

### Report Configuration

The SAS Payment Integrity for Food Assistance package includes a set of report templates that will be configured. These reports contain details on cases recommended for review, as well as summary-level error metrics and expense distributions by peer group.

SAS Payment Integrity for Food Assistance helps the Department of Human Services ensure timely and correct benefits to West Virginia citizens by leveraging SAS' industry-leading analytical insights into optimal case review prioritization.

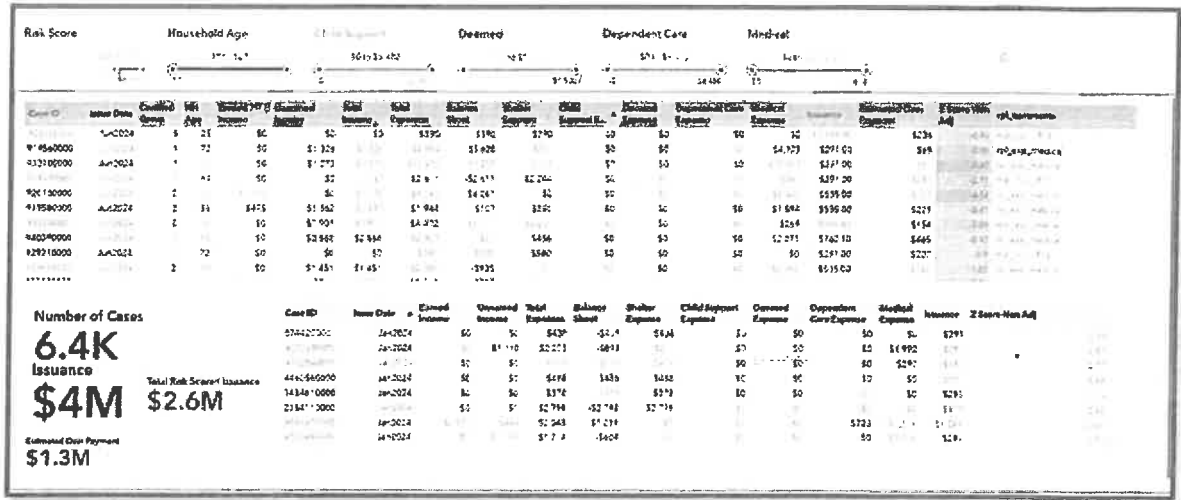


Figure 1. Detailed list of cases having a high likelihood of error that can be filtered and sorted.

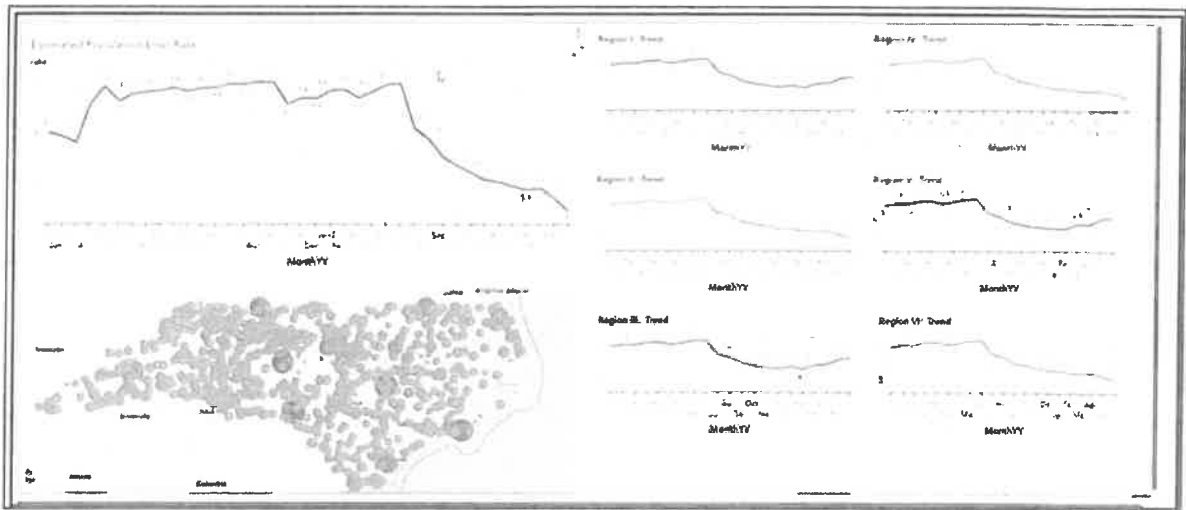


Figure 2. Reports provided will surface error rate trends.

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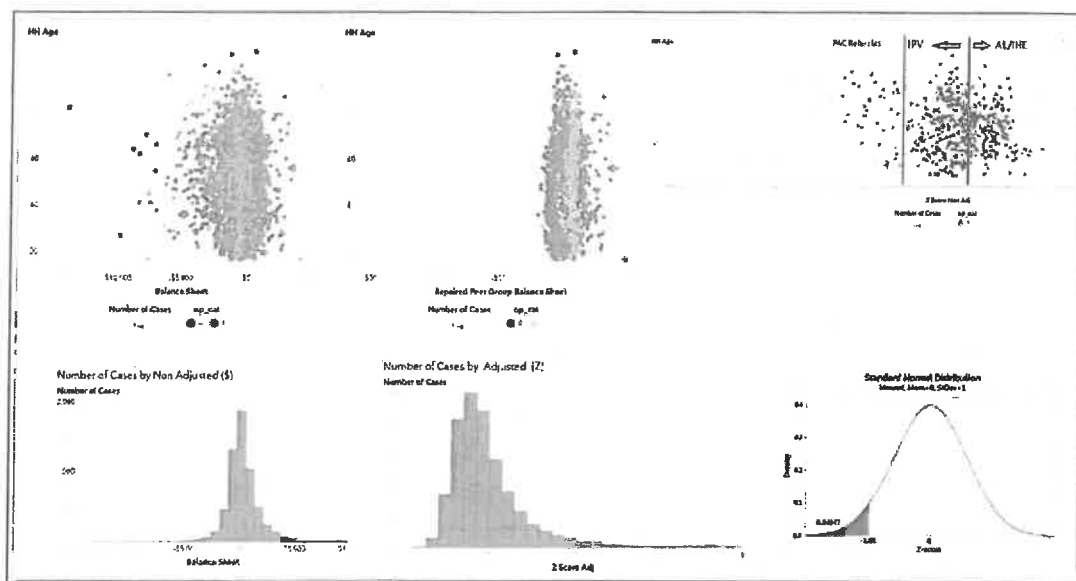


Figure 3. Peer group analysis reports showing distributions of various metrics and outlier cases.

### Knowledge Transfer

SAS will provide up to two knowledge transfer sessions, each lasting up to one hour, to guide authorized West Virginia DoHS users in using the model and reports effectively prior to UAT. Post-implementation, SAS will provide two operational knowledge transfer sessions with a duration of one hour each.

### Project Management

Throughout the project, SAS will provide a dedicated Project Manager (PM) to facilitate implementation of the solution. The SAS PM will develop a preliminary project schedule for review, which includes critical path dates for receipt of preliminary data, environment availability, and User Acceptance Testing. Note that all documentation will be provided on SAS Templates.

Prior to the formal start of the project, SAS will conduct a pre-kickoff Readiness Workshop to develop a tentative project schedule and align on the responsibilities of each party. The SAS PM will be the first point of contact for West Virginia DoHS throughout the implementation period.

### Custom Security Model Services

SAS will develop a custom Security Authorization model, which will include:

- **Requirements Gathering:** Gathering security authorization requirements, including the definition of functional user personas and access to applications, content, and SAS data.
- **Design:** Creating a SAS Viya Security Authorization Design, including:
  - Defining groups required to implement the authorization design
  - Content folder structure and permissions
  - Application capabilities for functional user personas
  - CAS libraries definition and permissions
  - File system directory structure and permissions for key SAS directories
- **Implementation:** Working with Customer and SAS Hosting to implement the authorization model using custom code and manual configuration.
- **Closeout:** Deliver the SAS Viya Authorization Implementation Summary Document.

SAS Payment Integrity for Food Assistance helps the Department of Human Services ensure timely and correct benefits to West Virginia citizens by leveraging SAS' industry-leading analytical insights into optimal case review prioritization.

## Expert Consulting Services

After go-live, SAS will provide ongoing analytic support through SAS' Expert Consulting Services (ECS) program. The ECS program provides an analytic resource to DoHS to support ongoing maintenance of the solution. Benefits of ECS include:

- **Maximize model ROI** through continuous performance monitoring that ensures predictions remain accurate and actionable as new outcomes are collected.
- **Enhance decision quality** by refining model parameters over time to reduce false positives and improve trust in automated insights.
- **Sustain business value** with ongoing access to expert consultants who enable seamless data integration, model tuning, and operational excellence.
- **Safeguard reliability** by proactively detecting and correcting data integrity or input issues before they impact production results.
- **Drive data-informed strategy** through on-demand expert analysis of model outputs to uncover new opportunities and support evolving business priorities.

## SAS Software Capabilities

As a part of the SAS Program Integrity solution, West Virginia DoHS will realize the capabilities of the software bundle, which includes **SAS Visual Analytics** on the SAS Viya analytics platform. The underlying SAS solution, SAS Visual Analytics, is a powerful, user-friendly platform for data exploration, interactive reporting, and analytics all within a single application. It enables users to uncover insights through dynamic visualizations, automated data discovery, and machine learning-driven explanations. With intuitive dashboards and natural language generation, users can easily interpret complex data and share findings across teams. The solution supports real-time collaboration and decision-making by highlighting key relationships, trends, and outliers, helping organizations turn raw data into actionable intelligence. In addition, the Viya analytics platform includes extensive data integration, preparation, and data quality features; this provides West Virginia DoHS the ability to integrate additional data sources, enhancing the value of the solution and creating a foundation for addressing additional use cases.

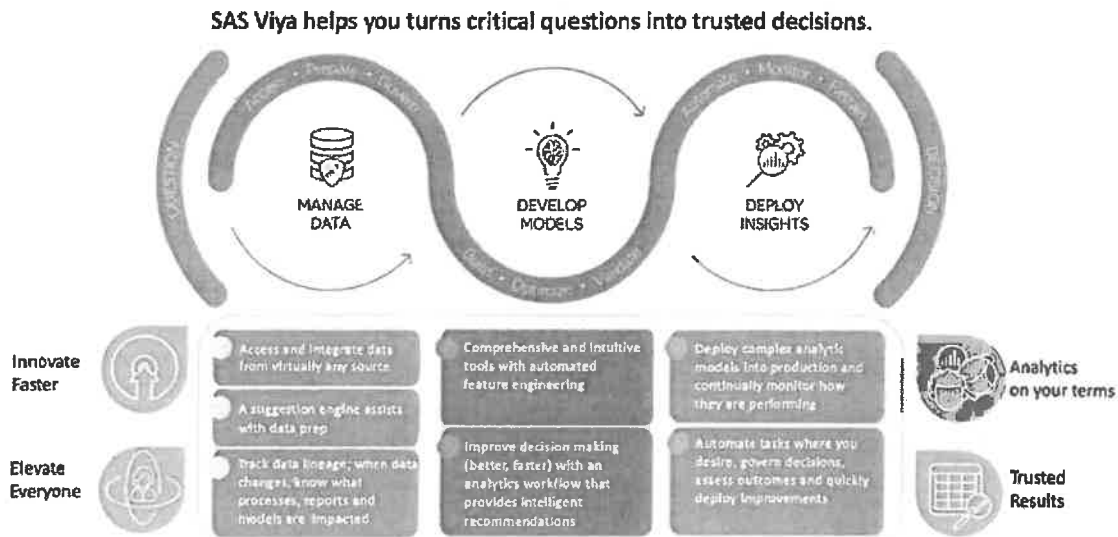


Figure 4. SAS Viya: an end-to-end data integration and analytics solution.

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## Hosting Services

SAS Hosted Managed Services (HMS) provides hosting for your SAS products in Microsoft's Azure Cloud with dedicated SAS HMS service and support. HMS provides a comprehensive, secure, and efficient solution for West Virginia's analytics needs. The default compliance standard for the SAS Hosted SNAP Payment Integrity for Food Assistance model is a **NIST 800-53 (mod)** standard.

- **Cost Efficiency:**
  - **Reduced Capital Costs:** No large upfront hardware purchases are needed, leading to predictable costs over time.
  - **Operational Savings:** Consolidate software licenses and reduce energy consumption, as there's no need for on-site installations.
- **Expert Support:**
  - **Access to SAS Hosting Experts:** Benefit from the expertise of SAS professionals for administration, solution integration, and capacity planning.
  - **High Availability:** Minimize downtime with high-availability service level agreements (SLAs) and quick issue resolution.
- **Performance and Reliability:**
  - **Optimized Infrastructure:** High-performance data processing infrastructure with guaranteed availability.
  - **Stability:** Best-practice installation and regular maintenance ensure a stable environment.
- **Security:**
  - **Robust Security Measures:** Secure access, data protection warranties, and continuous improvement efforts to safeguard data.
  - **Compliance:** Adherence to documented data classification and handling policies.
- **Operational Efficiency:**
  - **Simplified IT Management:** Reduce reliance on internal resources and simplify internal cross-charging of IT costs.
  - **Faster Time to Benefit:** Accelerate delivery, deployment, and time to value with modernized hardware and software.
- **Scalability and Flexibility:**
  - **Extendable Capacity:** Easily extend hardware and software capacity to other business areas and departments.
- **Future-Proofing:** Stay up-to-date with the latest software releases and new functionalities.

## Ongoing Maintenance

### **Release Schedule & Versions**

With **SAS Managed Services**, maintenance is included in the annual fee. SAS handles the full lifecycle management covering infrastructure, software updates, monitoring, performance tuning, and security so the environment stays current, stable, and optimized without hidden or unexpected costs. Software is released monthly or every six months, depending on your compliance needs. Each release includes an aggregation of features, enhancements, bug fixes, and security patches.

Note: SAS delivers patch updates as soon as critical fixes are available rather than waiting for the next scheduled release.

## SAS Technical Support

SAS Technical Support provides West Virginia DoHS with 24-hour technical support via telephone, email, chat, and online support as part of the annual licensing fee. Customers with

questions and problems that are related to SAS software can contact Technical Support as follows:

- By telephone (6:00 a.m. – 5:00 p.m. Eastern).
- By chat (6:00 a.m. – 3:00 p.m. Eastern).
- From the SAS Customer Support site, available 24 hours a day, 7 days a week, 365 days a year. A full range of electronic support services and a variety of self-help resources are available on SAS Customer Support ( <http://support.sas.com/>).
- By email (available 24 hours a day, 7 days a week, 365 days a year).

Software maintenance for SAS solutions involves the application of hot fixes and maintenance releases as they become available. SAS administrator resources are typically involved in the application of these maintenance upgrades, and the time required for each upgrade will vary.

SAS performs necessary maintenance on systems throughout the organization on the third weekend of every month. This is a change window for all systems, internal, external, and hosted. Known as Third Weekend maintenance (TWM), it is a planned and scheduled window for updates, patching, and security fixes to be applied to all customer environments and the wider SAS HMS infrastructure. This maintenance window ensures that all known vulnerabilities are patched and that customer systems are secured.

## **SAS Education Training Services**

### ***An Integrated Platform for Scalable, Cloud-Native Analytics***

The Payment Integrity for Food Assistance solution runs on **SAS Viya**, a modern cloud-enabled analytics platform. Viya offers a secure, scalable environment for exploring data, applying advanced analytics, and visualizing results in real time. Included with this purchase is access to the **SAS Visual Analytics Learning Subscription** for seven agency users with report-building privileges.

While the results provided by the Payment Integrity for Food Assistance solution are delivered in an intuitive, user-friendly suite of reports that do not require extensive training to interpret or operationalize, SAS Viya is designed to support a wide range of analytics needs beyond this single use case. As West Virginia DoHS builds familiarity with the platform, training can help users get even more value from this investment. Our training provides formal explanations of the functionality and best practice techniques, reinforced by practical hands-on exercises and informal discussion.

### ***Specialized Training: Visual Analytics Learning Subscription***

For teams focused on dashboards, reporting, and data storytelling, the SAS Visual Analytics Learning Subscription provides everything needed to master SAS Visual Analytics. This easy-to-use tool helps anyone, regardless of technical background, turn raw data into powerful insights. Users can quickly explore patterns, create interactive dashboards, and apply predictive analytics to guide smarter decisions. Participants will learn how to:

- Turn data into interactive reports and dashboards
- Apply advanced features to uncover deeper insights
- Manage and optimize a Visual Analytics environment
- Communicate insights effectively through high-impact visualizations

In Years 2 and 3, West Virginia has the option to purchase SAS training points. SAS training points provide flexibility to your users, as they can be used toward any of our training offerings.

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## **Types of SAS Training**

- **Content Subscriptions:** 20+ different topic-based e-learning subscriptions for learners who need to learn specific skills. Subscriptions include upwards of 16 e-learning courses along with certification exams and prep guides with access for 12 months.
- **The SAS Learning Subscription:** Designed for customers who want access to our full e-learning catalog.
  - Provides 12 months of unlimited access to 200+ on-demand courses.
  - 30 Learning Paths: comprehensive training plans by topic.
  - Certification Practice Exams and Prep Guides
  - Shareable Digital Badging
  - Access to Virtual Labs to follow along and practice.
  - Progress Reports.
- **Live Instructor-Led Classes:** The e-Learning equivalent of the live class is also now included, if available, so learners can practice for a year after class.
- **Private Live Web classes or On-Site classes:** Instructor-led training for your users only. The e-Learning equivalent of the live class is also now included, if available, so learners can practice for a year after class.
- **Mentoring and Coaching:** Mentoring is an informal learning session that provides additional time for open Q&A after the student completes the class and has had a chance to go back to their work environment and start to put the class concepts into practice.
- **SAS Certification Vouchers**

## Customer Success

SAS has partnered with a large southeastern state since 2019 to proactively improve its benefit recovery unit. Recently, this southeastern state has validated SAS' model for eligibility, which deploys analytics to support iterative improvement to their program implementation. The project started with workflow and automation of portions of the SNAP benefit recovery process for establishing overpayment claims. Using data captured in this process, SAS next created a machine learning model to risk-score overpayment referral triage to maximize efficiency and meet timeliness standards. This effort was very successful and resulted in a pivot to SNAP quality assurance.

Building on this success, SAS developed that machine learning model into a tool to risk-score all active SNAP cases to spot those at the highest risk of error. This state is now using the SAS model (SAS Payment Integrity for Food Assistance) to reduce its SNAP payment error rate, working towards avoiding new state cost-sharing requirements.

SAS Payment Integrity for Food Assistance helps the Department of Human Services ensure timely and correct benefits to West Virginia citizens by leveraging SAS' industry-leading analytical insights into optimal case review prioritization.

# Solution Investment

Below you will find a solution investment based on the statement of work in this proposal. SAS has the flexibility to provide West Virginia DoHS with pricing options that best align with the procurement requirements of the state and/or that utilize an existing contract. As an example, West Virginia can utilize the GSA contract through SAS' authorized distributor to procure this solution and receive a finalized quote.

SAS follows a delivery approach that is focused on value and the state's specified outcomes. It considers the timeline for delivery, where the work is required to be performed, the complexity of the models, the volume and quantity of data required for modeling, etc.

Our pricing approach is value-driven and outcome-focused, considering a range of variables, including but not limited to:

- Project timeline and implementation phases
- Detailed Sizing information, including user volumes, system integration needs, data volumes, deployment preferences (cloud/on-prem), and specific functional requirements.
- Deployment model (e.g., SaaS, cloud-hosted, hybrid)
- Complexity and number of data sources/systems to be integrated
- Volume, type, and frequency of data processing and reporting
- Custom analytics and modeling requirements
- Ongoing support and training needs

Solution Components	Year 1 Estimates	Year 2 Estimates	Year 3 Estimates
<b>Hosted Managed Services (Prod &amp; Non-Prod)</b> <ul style="list-style-type: none"> <li>• 2 SAS Azure GovCloud Environments (Dev/Prod) Hardware</li> <li>• Environment Administration</li> <li>• SAS Payment Integrity for Food Assistance Software</li> <li>• SAS Visual Analytics (5 Authorized Users)</li> <li>• SAS Viya Software (2 Authorized Users)</li> </ul>	\$544,258.39	[REDACTED]	[REDACTED]
<b>Implementation Services (Firm Fixed Price)</b> <ul style="list-style-type: none"> <li>• Model Quick Start</li> <li>• Customer Security Model</li> <li>• Expert Consulting Services</li> </ul>	\$325,001.58	TBD if additional supports needed	TBD if systems supports needed
<b>Training</b> <ul style="list-style-type: none"> <li>• SAS Visual Analytics Learning Subscriptions for 7 users</li> </ul>	\$7,000.00	\$7,245.00	\$7,490.56
<b>Total Solution Investment</b>	<b>\$876,259.97</b>	[REDACTED]	[REDACTED]

**Please Note:** All pricing provided in response to this proposal is non-binding and subject to change based on further discovery, scoping, and contractual negotiations. All Services are delivered on a Fixed Price basis, and deliverables with associated payment milestones will be reflected in the contract. Pricing provided is valid through 4/30/26, after which pricing is subject to change. If authorized user counts need to adjust SAS can provide updated pricing accordingly.

*SAS Payment Integrity for Food Assistance helps the Department of Human Services ensure timely and correct benefits to West Virginia citizens by leveraging SAS' industry-leading analytical insights into optimal case review prioritization.*

Our proposal demonstrates how partnering with SAS will meet and exceed the expectations of West Virginia's goal of reducing SNAP payment error rates.

**SAS welcomes the opportunity for future discussions with the state to demonstrate the capabilities discussed in this proposal, as well as to gather specific requirements from the state to inform a final proposal and pricing.**

## About SAS

SAS was founded at North Carolina State University in 1976. Since our academic beginnings conducting research for the National Institutes of Health (NIH) and United States Department of Agriculture (USDA) nearly 50 years ago, we remain committed to serving the public sector by delivering software solutions and strategic support services that spark innovation and expand opportunities for our Nation's citizens. We partner with every Federal Government Department and State Government Agencies in all 50 states, and more than 3,000 educational institutions worldwide. [More information about SAS can be found here.](#)

At SAS, curiosity is a core value that drives innovation and problem-solving for our public sector and commercial clients. SAS is a Subchapter S type corporation with an annual revenue stream exceeding \$3 billion per year, and we have over 11,000 employees in more than 40 countries. SAS' breadth and depth of solutions and services span literally every business type from Healthcare, Government, Life Sciences, Education, Banking, Insurance, Manufacturing, and Retail. All of these disparate industry analytics are provided from a SAS platform tailored to the specific industry type. SAS has been providing the ever-evolving software proposed for almost 50 years to clients.

**SAS is used by state, local, education, and corporate entities in West Virginia. Applied to West Virginia data, SAS solutions equip leaders with the information they need to make the most informed decisions for the state.**

# Appendix 1: SAS Assumptions

## Model QuickStart

### ***Solution Assumptions***

- Model will be deployed out of the box as provided by SAS Product and is limited to one (1) configuration.
- Outcomes and Next Steps documentation is limited to the following content; Executive Summary: Overview of accomplishments & key findings, Model Configuration: Description of the model and the Customer shared priorities, Data Source/Process flow: Data Description and steps on how model input data were processed, Output/Results Generation: Description of how model output were generated, Recommended Next Steps: Description of how the Customer can get the most value of the configured model moving forward.
- One (1) Day Assessment Session will be accomplished within 5 business days of the kickoff.
- All work must be completed within 60 days from Project Kickoff; Ten (10) day working sessions will be provided with one (1) fully allocated SAS project resource and should span no more than 2.5 weeks in calendar.
- Advisory support period will be provided for up to one (1) week with one half (.5) of an allocated SAS project resource following the final QuickStart working sessions.
- Data will conform to the data requirements of the model, in accordance with the SAS model product documentation. SAS will use the first set of data provided by the Customer within the first 10 business days from assessment.
- As this service is an initial configuration of a SAS Model, the Customer is responsible for any refinements to the model produced out of the box (OOTB), including progressing & promoting the model into a production state.

### ***Customer Assumptions***

- The Customer will make available subject matter experts in business process and functional areas from the business units participating as required over the duration of the effort, including availability to attend the workshops and provide input into any interviews and iterative discussions. Delays in responses longer than 48 business hours could result in project delays and will follow the change management process.
- Changes to the project schedule or delays related to the Customer responsibilities or assumptions not being met will be managed through the change management process and can result in additional fees.
- The Customer (or SAS Hosting provider) will provide SAS resources with the necessary system access, including individual user IDs, security credentials, log-in IDs, VPN access, and required security levels, to configure, operate, and perform any SAS software and Consulting Services related to this engagement.
- The Customer is responsible for addressing any data quality issues and ensuring that data used in all environments is consistent in format, layout, and characteristics.

### ***General Assumptions***

- SAS Viya Software is installed and ready for use with all applicable licenses.
- The Offering will be deployed utilizing SAS' standard implementation methodologies, leveraging standard documentation templates.
- All work will be performed remotely; any Customer travel required by the Customer requires additional funding for travel costs and must be mutually agreed upon.
- If applicable, the Customer will provide system access, including log-in IDs and VPN access, with appropriate security access needed to perform the Consulting Services within 5 business days from the Assessment Session.

*SAS Payment Integrity for Food Assistance helps the Department of Human Services ensure timely and correct benefits to West Virginia citizens by leveraging SAS' industry-leading analytical insights into optimal case review prioritization.*

- Services will be provided during SAS's standard business hours, which are from 8:00 AM to 5:00 PM local time, Monday through Friday, excluding SAS-recognized holidays.
- Documentation delivered will be considered final, unless Customer supplies SAS with explicit written feedback within 5 business days. New feedback introduced after 5 business days from first delivery will be treated as additional scope and follow the change management process.
- SAS may leverage global consulting resources and/or partners to deliver the agreed-upon services.
- If additional knowledge transfer, advisory services, enablement, and/or other services are needed, a change request will be required to identify the additional scope and budget required.

## **Implementation of the SAS Payment Integrity for Food Assistance Solution**

### **General Assumptions**

- All SAS services will be based on a fixed price. All configuration requirements must be confirmed prior to contracting to ensure the Customer requirements align with the SAS pricing model.
- Prioritization will occur as part of the requirements' documentation and scoping to focus efforts deemed critical and high value within the available budget. Lesser priority items discovered during requirements may require additional budget.
- Changes to requirements after the agreement is signed will be managed through the change control process.
- Delays in starting work due to Customer resource availability may impact on SAS resources and the overall duration of the engagement.
- All work will be performed remotely. Any travel required by the Customer requires additional funding of travel costs and must be mutually agreed upon. Services will be provided during normal SAS and Customer business hours, 8am-5pm local time Monday – Friday, excluding SAS recognized holidays.
- Onboarding requirements are unknown at this time. Costs associated with onboarding employees are not included in this pricing. Time required to complete any onboarding process (e.g., background check, fingerprinting) may impact on the project schedule and/or budget.
- SAS assumes Dispositioning and Triage of cases is out of scope.
- Each section of this Agreement is mutually exclusive and will be managed independently, including scope, deliverables, assumptions, invoicing, and change control.

### **Customer Assumptions**

- The Customer will provide security credentials, remote access, and/or location access as appropriate for the duration of the Consulting Services in accordance with Customer's security standards. If limited access to the Customer platform(s) delays the project schedule, a schedule-based change order will be initiated by SAS.
- The Customer will make subject matter experts in business process and functional areas from the business units participating available as required over the duration of the effort, and will be available to attend the workshops as well as provide input into any interviews and iterative discussions, meetings, and walk-through of interim work products and deliverables.
- The Customer will provide up to 3 years of monthly benefit issuance data, as described under data assumptions, in a timely manner based on the agreed upon project schedule. Data receipt is a critical path task that can delay the project schedule if not received as expected.
- The Customer will assign a project manager to work with the SAS project manager to coordinate Customer-related activities related to this SOW. The Customer project manager will be responsible for coordinating any third parties needed to satisfy the requirements.
- The Customer will conduct user acceptance testing (UAT) within 10 business days.

### **Implementation Assumptions**

- SAS Payment Integrity for Food Assistance Model will be deployed out of the box as provided by SAS product development.
- Model implementation (deployment and configuration) will occur in no more than one (1) environment.
- SAS PM will bring any out-of-scope items forward to the Customer to be managed as Change Requests. All scope changes (regardless of hours impact) will be approved by the Customer in written form prior to any work taking place.

### **Data Assumptions**

- SAS will provide up to 40 hours of ETL support to assist the Customer in preparing data.
- The Customer will provide up to 3 years of monthly benefit issuance data along with all case, household, and person information associated with each of those benefit issuances, as described in the Data Ingestion & Preparation section above. The benefit eligibility lookup tables (also described in the Data Ingestion section) shall also be provided by the Customer. 2-3 years of data is recommended for the SAS Payment Integrity for Food Assistance model to produce optimal results.
- Required data elements are listed in the "Data Ingestion" section. The Customer will make the required data sources available by the date specified in the project schedule. Any delays in providing data will impact on the project schedule and/or budget.
- The Customer data will conform to the data requirements of the model, in accordance with the SAS model product documentation.
- Data sources must be clean, fit for the purposes of the project, and have a consistent format, layout, and characteristics across environments.
- The Customer is responsible for addressing any data quality issues in a time frame mutually agreed upon. Delays may impact the schedule and cost.
- Setup and/or migration of data is out of scope for this project. Any data management work (ETL, data integration, data quality, etc.) is also out of scope for this project.
- The Customer will provide all natural keys for the data feed to enable incremental processing. The supplied natural key(s) will be used to identify unique records in each file/table provided.

### **Authorization Services**

- The Customer is responsible for identity provider configuration and administration (if applicable), including defining users and groups.
- SAS data authorizations will be implemented at the directory/library level, and not at the detailed table level. Securing data at the table level, row-level, or column-level is out of scope and requires additional scoping and services.
- The Customer will test the authorization model using its own test plans. This service does not include SAS performing detailed security testing.

### **Expert Consulting Services**

- Consulting Services will be performed remotely.
- SAS will provide the Customer with a consultant(s) that are knowledgeable and experienced with SAS software to perform the services.
- Consultant will work in a staff augmentation manner at the direction of the Customer solely to provide services.
- The Customer will provide all hardware and software needed for the performance of the Services, and direct access (e.g., VPN) is required for the performance of the services.
- Consulting Services will be performed within normal business hours of Monday – Friday, 8:00 a.m. – 5:00 p.m., Customer's local time. SAS corporate holidays will not be considered normal working days.

*SAS Payment Integrity for Food Assistance helps the Department of Human Services ensure timely and correct benefits to West Virginia citizens by leveraging SAS' industry-leading analytical insights into optimal case review prioritization.*

- Consultant may be reassigned as needed to align skills to the Customer's needs.
- Consulting Services do not include operating system support, hardware support, database support, backup and recovery services, network support, network security services, or data and user security services.

### **SAS Managed Cloud Services Hosting Assumptions**

- 2 x Environments, Viya 4 in SAS Managed Cloud in Azure NextGen: Prod, Dev
- 7 Concurrent Web Users
- Compliance Framework: NextGen-NIST
- Service Level Agreement ("SLA"): 99.5
- Resource Restrictions: US Persons Only
- Disaster Recovery ("DR"): Not Included
- Raw Storage: 4 TB
  - Prod Data: 2 TB (2 Month Retention)
  - Dev Data: 2 TB (2 Month Retention)
- Single Sign-On: Included
- Security Model Implementation: Included
- Standard Transition Service for Production: Not Included



# Thank you

We see great potential in what we can accomplish together.

To contact your local SAS office, please visit: [sas.com/offices](https://sas.com/offices)

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SAS Institute Inc. ("SAS")  
 SAS Campus Drive  
 Cary, NC 27513 USA  
 Tel: (919) 677-8000  
 www.sas.com

**Order Form**

Customer: West Virginia Department of Human Services ("Customer")	
Address: 1 Davis Sq Ste 100 Charleston, WV 25301-1729	
Taxpayer ID/VAT/GST Number:	Currency: USD

**SAS Cloud Services**

The Subscription Period will begin on the date that SAS notifies the Customer that the System is available for access. However, if this Order Form is for a renewal of a SAS Cloud Offering for which Customer has access to an existing System, the effective date is the day following the end of the prior Subscription Period.

Offering	Pricing Metrics, Quantity and Other Usage Parameters	System Infrastructure									
<p><b>Hosted Managed Services</b></p> <p>SAS will provide the HMS in a System that includes the Software listed below and other Software as determined by SAS.</p>	<p>HMS Concurrent Users (7)</p> <p>HMS Storage (4 TB)</p> <p>HMS Retention Period (2 months)</p> <p>Production Environments (1)</p>	<p><b>PRODUCTION ENVIRONMENT</b></p> <table border="1"> <thead> <tr> <th>Server Role</th> <th>Size</th> <th>Qty</th> </tr> </thead> <tbody> <tr> <td>CAS Node Pool</td> <td>E16ds_v5 (16x128 GB)</td> <td>1</td> </tr> <tr> <td>Compute Node Pool</td> <td>E4ds_v5 (4x32 GB)</td> <td>1</td> </tr> </tbody> </table>	Server Role	Size	Qty	CAS Node Pool	E16ds_v5 (16x128 GB)	1	Compute Node Pool	E4ds_v5 (4x32 GB)	1
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Compute Node Pool	E4ds_v5 (4x32 GB)	1									

Offering	Pricing Metrics, Quantity and Other Usage Parameters	System Infrastructure															
	Non-Production Environments	<p>Stateful Node Pool E98_v5 (8x64 GB) 1</p> <p>Stateless Node Pool E16s_v5 (16x128 GB) 1</p> <p><b>DEVELOPMENT/TEST ENVIRONMENT</b></p> <table border="1"> <thead> <tr> <th>Server Role</th> <th>Size</th> <th>Qty</th> </tr> </thead> <tbody> <tr> <td>CAS Node Pool</td> <td>E8s_v5 (8x64 GB)</td> <td>1</td> </tr> <tr> <td>Compute Node Pool</td> <td>E4ds_v5 (4x32 GB)</td> <td>1</td> </tr> <tr> <td>Stateful Node Pool</td> <td>E8s_v5 (8x64 GB)</td> <td>1</td> </tr> <tr> <td>Stateless Node Pool</td> <td>E16s_v5 (16x128 GB)</td> <td>1</td> </tr> </tbody> </table>	Server Role	Size	Qty	CAS Node Pool	E8s_v5 (8x64 GB)	1	Compute Node Pool	E4ds_v5 (4x32 GB)	1	Stateful Node Pool	E8s_v5 (8x64 GB)	1	Stateless Node Pool	E16s_v5 (16x128 GB)	1
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Offering	Pricing Metrics, Quantity and Other Usage Parameters	System Infrastructure
SAS Payment Integrity for Food Assistance	Households (15)	
SAS Visual Analytics	Authorized SAS User (5)	
SAS Viya	Authorized SAS User (2)	

**HMS Assumptions**

- 2 x Environments, Viya 4 in SAS Managed Cloud in Azure NextGen: Prod, Dev
- 7 Concurrent Web Users
- Compliance Framework: NextGen-NIST 800-53 (mod)
- Service Level Agreement ("SLA"): 99.5
- Resource Restrictions: U.S. Persons Only
- Disaster Recovery ("DR"): Not Included
- Raw Storage: 4 TB
  - Prod Data: 2 TB (2 Month Retention)
  - Dev Data: 2 TB (2 Month Retention)
- Single Sign-On: Included
- Security Model Implementation: Included
- Standard Transition Service for Production: Not Included

**Term and Fees**

Term	Fee	Committed Period	Option Period
Subscription Period 1	\$544,258.00	✓	
Subscription Period 2			
Subscription Period 3			

### Invoicing

Fees will be invoiced in advance of each Period.

### Pricing Metrics and Additional Usage Parameters

- **Authorized SAS User** - The Fee is based on the total number of Authorized SAS Users. "Authorized SAS User" means an individual User, identified by a unique User ID, who is authorized by Customer to use the Offering for tasks other than solely viewing or interacting with reports created by Authorized SAS Users ("Reports"). There is no limit on the number of individuals authorized to view or interact with Reports.
- **HMS Backup Retention Period** - The period for which the back-up data will be stored.
- **HMS Concurrent Users** - The infrastructure sizing is based on the maximum number of HMS Total Users who may access the System at any given time during the applicable Subscription Period.
- **HMS Storage** - The Fees are based on the amount of data storage for all System environments combined.
- **HMS Total Users** - The infrastructure sizing is based on the number of Users (not concurrent) who may access the System during the applicable Subscription Period.
- **Non-Production Environments** - The Fee is based on the total number of environments that Customer may use solely for non-production purposes.
- **Production Environments** - The Fee is based on the total number of environments that Customer may use for production purposes.
- **SAS Payment Integrity for Food Assistance - Permitted Scope** - Users may use the Offering solely to detect and investigate potential improper payments and cost containment opportunities within government-subsidized food assistance programs.
- **Households** - The Fee is based on the total number of Households participating in each state's food assistance program, as reported by the state(s) to the US Department of Agriculture ("USDA") and published by the USDA, for all food assistance programs for which the Offering is used. "Household" is defined as a group of individuals who live together in the same residence and who purchase and prepare food together.

### Consulting Services - Fixed Price (Model QuickStart)

**Description of Consulting Services:** SAS will provide services related to Model QuickStart with Consulting Services directed towards:  
**Deliverable:**

1. Assessment
  - a. Planned activities may include:
    - i. One (1) Kickoff meeting and One (1) Assessment Session
    - ii. Identify one (1) model configuration from Assessment, based on customer priorities
2. Model QuickStart

- a. Up to ten (10) total business days of working sessions with Customer
    - i. Planned activities in working sessions may include, Review Model Configuration, Demonstrate Configured Model Execution, Provide Knowledge Transfer
  - b. Up to five (5) days of Advisory Support
3. Outcomes & Next Steps Document
- a. Document may contain the following, as applicable:
    - i. Executive Summary, Model Configuration, Data Source/Process flow, Output/Results Generation, Recommended Next Steps

**Solution Assumptions:**

- Model will be deployed out of the box as provided by SAS Product and is limited to one (1) configuration of one (1) SAS Model.
- Outcomes and Next Steps documentation is limited to the following content:
  - o Executive Summary: Overview of accomplishments & key findings
  - o Model Configuration: Description of the model and customer shared priorities
  - o Data Source/Process flow: Data Description and steps on how model input data were processed
  - o Output/Results Generation: Description of how model output was generated
  - o Recommended Next Steps: Description of how the customer can get the most value of the configured model moving forward
- One (1) Day Assessment Session will be accomplished within 5 business days of the kickoff.
- All work must be completed within 60 days from Project Kickoff; Ten (10) day working sessions will be provided with one (1) fully allocated SAS project resource and should span no more than 2.5 calendar weeks.
- Advisory support period will be provided for up to one (1) week with one half (.5) of an allocated SAS project resource following the final QuickStart working sessions.
- Data will conform to the data requirements of the model, in accordance with SAS model product documentation, SAS will use the first set of data provided by the customer within the first 10 business days from assessment.
- As this service is an initial configuration of a SAS Model, customer is responsible for any refinements to the model produced out of the box (OOTB) including progressing & promoting the model into a production state. SAS Consulting can be available to assist with these efforts for additional fees, as part of a separate service agreement.

**Customer Assumptions:**

- Customer will make available subject matter experts in business process and functional areas from the business units participating as required over the duration of the effort; including availability to attend the workshops and provide input into any interviews and iterative discussions. Delays in responses longer than 48 business hours could result in project delays and will follow the change management process.
- Changes to the project schedule or delays related to Customer responsibilities or assumptions not being met will be managed through the change management process and can result in additional fees.
- Customer (or hosting provider) will provide SAS resources with the necessary system access, including individual user IDs, security credentials, log-in IDs, VPN access, and required security levels, to configure, operate, and perform any SAS software and Consulting Services related to this engagement.

- The Customer is responsible for addressing any data quality issues and ensuring that data used in all environments is consistent in format, layout, and characteristics.

**General Assumptions:**

- SAS Viya Software is installed and ready for use with all applicable licenses.
- The Offering will be deployed utilizing SAS' standard implementation methodologies leveraging standard documentation templates.
- All work will be performed remotely, any customer travel required by the Customer requires additional funding of travel costs and must be mutually agreed upon.
- Services will be provided during SAS's standard business hours, which are from 8:00 AM to 5:00 PM local time, Monday through Friday, excluding SAS-recognized holidays.
- Documentation delivered will be considered final, unless Customer supplies SAS with explicit written feedback within 5 business days. New feedback introduced after 5 business days from first delivery will be treated as additional scope and follow the change management process.
- SAS may leverage global consulting resources and/or partners to deliver the agreed-upon services.
- If additional knowledge transfer, advisory services, enablement, and/or other services are needed, a change request will be required to identify the additional scope and budget required.

**Fee: \$ 67,052.00**

**Payment Schedule:**

Deliverable	Progress Payment	Invoice Date
1. Project Kickoff	1. \$33,526.00	Upon completion of project kickoff
2. Outcome Report & Next Steps	2. \$33,526.00	Upon delivery of Outcomes Report

**Consulting Services – Fixed Price (Implementation, Payment Integrity)**

**Description of Consulting Services:** SAS will provide Consulting Services directed towards the implementation of the SAS Payment Integrity for Food Assistance Solution:

**Deliverable:**

1. Deployment of SAS Payment Integrity for Food Assistance Solution:
  - a. Providing an analytics framework that offers flexibility and scalability with SAS Viya-based foundation upon which the model analysis and reporting components operate.
  - b. Providing analysis and scoring models that identify and prioritize leads for triage and decisioning by agency end users.
  - c. Providing reports surfacing prioritized analytic results to minimize the time to Customer review, deployment, and action.

- d. Data Ingestion:
- i. Loading data into the model data mart from extracts provided by Customer.
  - ii. Sources include:
    - Case - Contains information on each case (case identification number, status, begin and end dates)
    - Person - Contains information on the benefit recipient (person identification number, name, gender, social security number, date of birth)
    - Case-Person - Contains information on each recipient associated with each case (case identification number, person identification number, head of household, begin and end dates)
    - Address - Contains information on the address of each case (case identification number, address, begin and end dates)
    - Benefit Issuance - Contains detailed information on eligibility income, expenses, and household details (case identification number, household size, payment date, eligibility indicator, elderly or disabled indicator, various expense fields such as shelter and medical, earned income, and various unearned income fields such as social security and child support)
  - iii. State-specific benefit eligibility lookup tables containing information released yearly by the by the United States Department of Agriculture Food and Nutrition Service (USDA) in their Cost-of-Living Adjustment (COLA) information:
    - Gross Income Eligibility Standards – This table contains data on gross income eligibility standards, net income eligibility standards, and maximum allotments amounts.
    - Minimum Benefit Amounts – This table contains data on the minimum benefit amount allowed.
    - Resource Limits – This table contains data on the maximum asset limits for households with at least one member that is age 60 or older or disabled as well as all other households.
    - Shelter Deductions – This table contains data on the maximum shelter deduction as well as additional individual deductions allowed by the state.
    - Standard Deductions – This table contains data on the standard deductions based on household size.
  - e. Knowledge Transfer
    - i. SAS will provide up to two knowledge transfer sessions of one hour in duration on use of the model and reports prior to UAT.
    - ii. SAS will provide two operational knowledge transfer sessions with a duration of one hour each, post-implementation.
  - f. Project Management
    - i. SAS will provide a dedicated Project Manager (PM) to facilitate the implementation of the solution.
    - ii. SAS will provide all documentation using SAS Templates.
    - iii. SAS PM will provide a preliminary project schedule for review. This will include but not be limited to critical path dates for receipt of preliminary data, environment availability and User Acceptance Testing.
    - iv. SAS PM will bring any out-of-scope items forward to Customer to be managed as Change Requests. All scope changes (regardless of hours impact) will be approved by Customer in written form prior to any work taking place.
    - v. SAS will conduct a pre-Kickoff Readiness Workshop to develop a tentative project schedule and align on responsibilities of each party. Formal project kickoff will follow and further refine the project schedule.

**General Assumptions**

- All SAS services will be based on a fixed price cost. All configuration requirements must be confirmed prior to contracting to ensure Customer requirements align with the SAS pricing model.

- Prioritization will occur as part of the requirements documentation and scoping to focus efforts deemed critical and high value within the available budget. Lesser priority items discovered during requirements may require additional budget.
- Changes to requirements after the agreement is signed will be managed through the change control process.
- Delays in starting work due to Customer resource availability may impact SAS resources and the overall duration of the engagement.
- All work will be performed remotely. Any travel required by the Customer requires additional funding of travel costs and must be mutually agreed upon. Services will be provided during normal SAS and Customer business hours, 8am-5pm local time Monday – Friday, excluding SAS recognized holidays.
- Onboarding requirements are unknown at this time. Costs associated with onboarding employees are not included in this estimate. Time required to complete any onboarding process (e.g., background check, fingerprinting) may impact the project schedule and/or budget.
- SAS assumes Dispositioning and Triage of cases is out of scope.
- Each section of this Agreement is mutually exclusive and will be managed independently, including scope, deliverables, assumptions, invoicing, and change control.

#### **Customer Assumptions**

- Customer will make subject matter experts in business process and functional areas from the business units participating available as required over the duration of the effort and will be available to attend the workshops as well as provide input into any interviews and iterative discussions, meetings and walk-through of interim work products and deliverables.
- Customer will provide up to 3 years of monthly benefit issuance data, as described under data assumptions, in a timely manner based on the agreed upon project schedule. Data receipt is a critical path task that can delay the project schedule if not received as expected.
- Customer will assign a project manager to work with the SAS project manager to coordinate Customer-related activities related to this SOW.
- Customer project manager will be responsible for coordinating any third parties needed to satisfy the requirements.
- Customer will conduct user acceptance testing (UAT) within 10 business days.

#### **Implementation Assumptions**

- SAS Payment Integrity for Food Assistance Model will be deployed out of the box as provided by SAS product development.
- Model implementation (deployment and configuration) will occur in no more than one (1) environment.

#### **Data Assumptions**

- SAS will provide up to 40 hours of ETL support to assist Customer in preparing data.
- Customer will provide up to 3 years of monthly benefit issuance data along with all case, household, and person information associated with each of those benefit issuances, as described in the Data Ingestion & Preparation section above. The benefit eligibility lookup tables (also described in the Data Ingestion) shall also be provided by Customer. 2-3 years of data is recommended for the SAS Payment Integrity for Food Assistance model to produce optimal results.
- Required data elements are listed above in the "Data Ingestion" section. Customer will make required data sources available by the date specified in the project schedule. Any delays in providing data will impact project schedule and/or budget.
- Customer data will conform to the data requirements of the model, in accordance with SAS model product documentation.
- Data sources must be clean, fit for the purposes of the project, and have consistent format, layout, and characteristics across environments.
- Customer is responsible for addressing any data quality issues in a time frame mutually agreed upon. Delays may impact schedule and cost.
- Setup and/or migration of data is out of scope for this project. Any data management work (ETL, data integration, data quality, etc.) is also out of scope for this project.

- Customer will provide all natural keys for the data feed to enable incremental processing. The supplied natural key(s) will be used to identify unique records in each file/table provided.

**Fee: \$162,130.26**

**Payment Schedule:**

Deliverable	Progress Payment	Invoice Date
1. User Acceptance Testing Started	\$81,065.13	Upon written acceptance from customer within 10 days of submission
2. Project Closeout	\$81,065.13	Upon written acceptance from customer within 10 days of submission

**Consulting Services – Fixed Price (Security Model)**

**Description of Consulting Services:** SAS will provide Consulting Services directed towards developing a customer Security Authorization model on a fixed price basis.

**Deliverable:**

- Gathering security authorization requirements, including definition of functional user personas and access to applications, content and SAS data.
- Creating a SAS Viya Security Authorization Design, including:
  - Define groups required to implement the authorization design
  - Content folder structure and permissions
  - Application capabilities for functional user personas
  - CAS libraries definition and permissions
  - File system directory structure and permissions for key SAS directories
- Working with a SAS Administrator to implement the authorization model using custom code and manual configuration.
- Deliver the SAS Viya Authorization Implementation Summary Document.

**Assumptions:**

- Customer is responsible for identity provider configuration and administration (if applicable), including defining users and groups.
- SAS data authorizations will be implemented at the directory/library level, and not at the detailed table level. Securing data at the table level, row-level, or column-level is out of scope and requires additional scoping and services.
- Customer will test the authorization model using their own test plans. This service does not include SAS performing detailed security testing.

**Fee: \$46,369.58**

Deliverable	Progress Payment	Invoice Date
SAS Viya Authorization Implementation Summary Document	\$46,369.58	Upon Delivery

**Consulting Services – Time & Materials (Expert Consulting)**

**Description of Consulting Services:** SAS will provide Consulting Services directed towards:

Provision of the SAS Expert Consulting Services Program to Customer. SAS' resource(s) ("Consultant") will work at the direction of the Customer solely to provide remote SAS Viya Administration services.

**Assumptions:**

- Consulting Services will be performed remotely.
- SAS will provide Customer with a consultant(s) that are knowledgeable and experienced with SAS software to perform the services.
- Consultant will work in a staff augmentation manner at the direction of the Customer solely to provide services.
- Customer will provide all hardware and software needed for the performance of the Services, and direct access (e.g., VPN) is required for the performance of the services.
- Consulting Services will be performed within normal business hours of Monday – Friday, 8:00 a.m. – 5:00 p.m., Customer's local time. SAS corporate holidays will not be considered normal working days.
- Consultant may be reassigned as needed to align skills to Customer's needs.
- Consulting Services do not include operating system support, hardware support; database support; backup and recovery services; network support; network security services; or data and user security services.

**One-Time Project Administration Fee: \$1,805** to be invoiced upon acceptance of this Order Form. Project administration services include services related to project initiation and resource onboarding, invoice and contract management, technical resource coordination, regular financial status reporting.

**Monthly Fee/Monthly Hours:**

**\$6,015.75** per month ("Monthly Hours") for up to twenty-five (25) hours of Consulting Services Per Month

Consulting Services will be performed for a total of six (6) calendar months ("Term"). SAS will invoice Customer the monthly fee in twelve installments in arrears. The Monthly Fee is based on a calendar month and will not be prorated. The initial calendar month of the Term will be the earlier of: (1) the calendar month resources begin providing Consulting Services following acceptance of this Order; or (2) the calendar month occurring 60 days from the date of acceptance of this Order. No Services will be performed by SAS following the last day of the calendar month of the Term unless the contract is amended. SAS to send monthly statements to document either the work and/or hours of Services actually performed, which shall represent the monthly deliverable. No refunds are available for unused Monthly Hours, and Customer cannot roll over unused hours into subsequent months. The Monthly Fee may only be used toward labor for Consulting Services under this contract. Except as otherwise set forth in the Agreement, Monthly Fees are nonrefundable.  
**Monthly Hours Customer Budget (for 6 months): \$ 36,094.75**

**Additional Overage Consulting Services:** SAS may perform Consulting Services in excess of the Monthly Hours at the Hourly Rate of \$240.63 ("Overage Hours"). SAS may perform up to 48 Consultant Overage Hours under this contract. **Overage Hours Customer Budget: \$11,550.24;** SAS will invoice Customer monthly in arrears for any Overage Hours actually performed. If no Overage Hours are needed / used, then none are charged.

**Total Customer Budget \$49,449.74**

**Training**

Offering	Pricing Metrics, Quantity and Other Usage Parameters	Fee
SAS Visual Analytics Learning Subscription	Total Learning Users (7)	\$7,000.00

**Pricing Metrics and Additional Usage Parameters**

- **Total Learning Users** - The Fee is based on the total number of Users (not concurrent) who access the training during the applicable subscription period.
- **Training Terms and Conditions** - The Offering is subject to the additional terms available at <https://www.sas.com/training-tc>

**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*
WV Addendum to Vendor's Standard Contractual Forms	Exhibit A
WV General Terms and Conditions	Exhibit A-1
WV Software as a Service Addendum	Exhibit A-2
Federal Funds Addendum	Exhibit A-3
This Order Form	Not Applicable
Hosted Managed Services Addendum	Exhibit B
Hosted Managed Services Service Level Warranty Addendum	Exhibit C
Consulting Services Addendum	Exhibit D
SAS Universal Terms	Exhibit E

**Government Terms**

The parties agree to the following changes to the SAS Universal Terms because Customer is a state agency:

- Section 16.1 (Governing Law): This Agreement shall be governed by the laws of West Virginia.
- Section 16.2 (Arbitration) is deleted in its entirety.
- The parties agree that Customer is subject to West Virginia open records law and this Agreement may be subject to disclosure.

**To the extent that Exhibits B-E (the "SAS Terms") conflict with Exhibits A, A-1, A-2, and A-3, and the applicable West Virginia law (collectively, the "Customer Terms"), the parties agree and understand that the Customer Terms shall prevail.**

**Renewal of Offering – Notwithstanding anything contained in the Agreement, the Offering(s) will not automatically renew. Instead, the parties may agree to renew the applicable Offering for additional License Periods or Subscription Periods by way of written amendment to the Agreement or by SAS sending a pre-renewal notice and SAS receiving from Customer a valid purchase order obligating Customer to renew the Offering.**

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

**Customer**

Authorized Signature:

Name:

Title:

Date:

**SAS**

Authorized Signature:  Signed by: April Blanks  
B4553C40E6D1411...

Name: April Blanks

Title: Manager, Licensing Operations

Date: 27-Apr-2026 | 2:06 PM EDT



**SAS INTERNAL USE:**

7622070 COMMIT

20605230 OPPORTUNITY

CTM 2026 04 13

**Exhibit C – ADDITIONAL VENDOR DOCUMENTS**

## Exhibit B

**Hosted Managed Services Addendum**

中文 Français Deutsch Italiano 日本語 한국어 Español Polski Türkçe Português

This Addendum applies only to Hosted Managed Services ("HMS"). To order HMS, Customer will enter into an Order Form with SAS that incorporates the Universal Terms, this Addendum and other Offering-specific terms.

**1. Hosted Managed Services**

The HMS include provision of: (a) the Software deployed within the System in a SAS-managed cloud environment; and (b) the managed services, which include, but are not limited to the provision, installation, management, monitoring, security and support of the hosted environment.

A detailed description of the parties' HMS activities is set forth in the RACI document found at <https://www.sas.com/raci>.

**If the Order Form does not specify Fees for the installation of new Software releases, data migration, configuration, or customization services, Customer may purchase Consulting Services at an additional Fee for such tasks.**

Except as set forth in this paragraph, SAS will only provide HMS on Software that is on Standard Support as defined in SAS' technical support policies. If Customer requests to remain on a Limited Support release of the SAS Software and SAS agrees to such request, then SAS disclaims all liability, and Customer agrees to indemnify and hold SAS harmless against any claims, damages or liabilities, resulting from Customer's decision to continue running a prior release of the Software. All security upgrades and patches are mandatory. SAS may not provide advance notice for patches, hotfixes or minor upgrades that do not cause System unavailability or change Software support levels.

**2. Subscription Periods**

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

**3. Renewal**

In order to provide Customer with uninterrupted access to the Offering, at the end of each Subscription Period, the Offering will renew automatically for one (1) additional annual Subscription Period unless: (a) an authorized representative of a party provides written notice of non-renewal to the other party in accordance with Section 17.14 (*Notices*) of the Universal Terms at least sixty (60) days prior to the end of the then-current Subscription Period; (b) the Offering is no longer generally available; or (c) the Agreement has been terminated according to the *Termination* section of the Universal Terms.

**4. Renewal Fees**

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

**5. Multi-Year Committed Period**

The Order Form may specify a multi-year Committed Period consisting of multiple annual Subscription Periods and will set forth a payment schedule. Customer will pay the Fee for the Committed Period even if Customer discontinues its use of the Offering prior to the expiration of the Committed Period. However, either party may terminate the Agreement according to the *Termination* section of the Universal Terms. The Order Form will renew as set forth in Section 3 above unless the parties enter into a new multi-year Committed Period or otherwise amend the Order Form.

**6. Invoicing**

SAS will invoice Customer for the Fee for the first Subscription Period when the Subscription Period begins. SAS will invoice Customer for any renewal Fee annually in advance of each annual Subscription Period.

**7. System Infrastructure**

The Order Form specifies the number of total Users that may access the System and the number of concurrent Users that may access the System at any one time, which is based on the initial System infrastructure and sizing determined from Customer's input. Customer must sign off on the System infrastructure sizing recommendation and must agree to the number of total Users prior to entering the Order Form. Modifications to sizing input

## Exhibit B

provided by Customer, any increases to the number of total Users, concurrent Users, any other upgrades under the *Upgrade* section of the Universal Terms, the election of optional Services under the RACI or other requests by Customer may require changes to the System infrastructure subject to an additional Fee. SAS and Customer will enter into an amendment or Order Form documenting such Fee. SAS is not responsible for payment of any Service Credits in the event of System performance issues if Customer fails to inform SAS of increases to the authorized number of Concurrent Users or total Users.

### 8. Access Credentials

SAS may require Users to register for a profile on SAS' website to obtain confidential System access credentials.

### 9. Customer Responsibilities

Customer is responsible for: (a) Customer's infrastructure, including communications link and any other technology or hardware required for the System to operate properly between Customer and SAS; (b) the security of access credentials, including ensuring only authorized Users have access to the System or their respective Passwords. Customer will notify SAS immediately upon becoming aware of any loss or theft of their Password or any unauthorized use of such Password; and (c) any virus Customer introduces into the System through Customer Materials or otherwise.

### 10. Personal Data

**10.1 Personal Data.** Customer may use Personal Data in the System. The *Confidential Information and Personal Data Protection* sections of the Universal Terms apply to Personal Data.

**10.2 SAS Obligations.** Upon expiration or termination of the Order Form, SAS will delete or render inaccessible all Customer Materials in the System, unless the Order Form specifies different retention practices. SAS may: (a) retain one copy of the Customer Materials as necessary to comply with legal, audit or internal SAS requirements; and (b) defer the above activities to the extent and for the duration that SAS cannot reasonably and practically expunge Customer Materials from the System. As long as SAS retains any Personal Data in the System, the *Security* section of this Addendum and the *Personal Data Protection* section of the Universal Terms will continue to apply to such Personal Data.

**10.3 Sensitive Information.** Unless authorized in the Order Form, Customer will not use Sensitive Information in the System or transmit Sensitive Information to SAS. If Customer uses or transmits any Sensitive Information in the System in violation of this section, Customer will reimburse SAS for any costs associated with its removal.

### 11. Prohibited Activities

Customer and Users will not use the System to: (a) send spam or other unsolicited marketing or communications; (b) infringe on any party's intellectual property or privacy rights; (c) send or store harassing, abusive, libelous, or obscene materials; (d) falsify or delete transmission information, including headers, return mailing, and Internet protocol addresses; (e) misuse or abuse passwords, confidential information, software, equipment, networks or network devices of SAS or any third party; (f) download the Software, other software, or data other than the Customer Materials made available by SAS via the System; (g) impair the functionality of the System; (h) violate any applicable laws or regulations; (i) violate the rules of any other service provider engaged by or for the benefit of Customer. Users will not use any open source software in connection with the System if the license to the open source software requires that any part of the System be disclosed or distributed in source code form, made available free of charge, or modifiable without restriction; or (j) perform, or cause to be performed, any type of penetration testing or similar external security attacks against the System except with SAS' approval as specified in Section 12(b). Customer will promptly notify SAS and use best efforts to remedy any violations of this section by Users. Upon notification to Customer, SAS may suspend access to the System if a Customer violates this section or if SAS reasonably suspects a Customer is violating this section.

### 12. Security

(a) SAS will employ reasonable security measures designed to: (a) protect the System against unauthorized access, usage, or other threats; and (b) protect Confidential Information, including Personal Data, against unauthorized access, use, alteration, destruction, or disclosure. Such measures are set forth in SAS' Technical and Organizational Security Measures available at: <https://www.sas.com/TOMS>.

Except as expressly specified in the Agreement, SAS does not represent or guarantee that the System complies with any applicable laws that impose specific data security obligations for the storage or processing of Customer Materials. Customer is solely responsible for determining the suitability of the System in light of any such applicable laws.

## Exhibit B

(b) Customer or its authorized contractor may perform limited web security testing activities targeting dedicated Customer System(s) ("**Customer Security Testing**"), subject to SAS' approval. Prior to performing Customer Security Testing, Customer will submit the request to perform Customer Security Testing. Upon SAS approval, SAS will provide the testing parameters, and the parties will mutually agree on the scope and timing of the test. Customer Security Testing will be performed in accordance with the agreed upon scope and parameters. Any results from the Customer Security Testing will be subject to the Confidential Information section in the SAS Universal Terms. SAS will not provide any Service Credits and will have no liability for any service interruptions, damage, liabilities, losses (including any loss of data or profits) that Customer may incur as a result of any Customer Security Testing under this section.

### 13. System Validation

If set forth in an Order Form, SAS will provide assistance with qualification or validation activities related to System use in certain regulated industries. Customer will provide the appropriate information to enable SAS to qualify or validate the System as integrated with the Customer Materials. Additional Fees may apply for any qualification or validation activities.

### 14. Security Questionnaires and Audits

Upon Customer's reasonable written request, SAS will complete a security questionnaire to verify that SAS is in compliance with its information security obligations under this Addendum. SAS will not be required to disclose any information relating to other customers or to third parties. SAS will cooperate with the Customer by making applicable documentation available as evidence of the security measures in place relevant to their implementation. Documentation is limited to (a) internal policy, standard, and process documentation; (b) publicly available white papers; and (c) copies of audit reports related to the Services prepared by a qualified third-party auditor. The audit reports are SAS' Confidential Information under the Agreement. Customer may conduct one (1) security questionnaire during any twelve (12) month period during the Term, unless applicable law or an order of a regulatory authority mandates otherwise.

In the event that Customer reasonably demonstrates that information provided by SAS via a security questionnaire is not sufficient to satisfy an audit obligation mandated by law or a supervisory authority's request and upon thirty (30) business days' written notice to SAS and at Customer's expense, Customer employees or a mutually acceptable independent third-party auditor may conduct one (1) remote security audit or one (1) on-site security audit to verify that SAS is in compliance with SAS' security and data protection obligations under the Agreement during any twelve (12) month period during the Term, unless applicable law or an order of a regulatory authority mandates otherwise. Customer or auditor will conduct remote security audits during SAS' normal business hours. SAS will not be required to disclose any information relating to other customers or third parties. On-site security audits must not interfere with SAS' normal business operations and will not exceed three (3) SAS business days. The auditor must sign a confidentiality agreement with SAS prior to conducting the security audit and will comply at all times with SAS' security rules, policies and procedures. SAS will cooperate with the auditor by: (a) making applicable records reasonably available; (b) providing copies of such records as reasonably requested for review by the auditor on SAS' premises; and (c) directing SAS employees to reasonably cooperate. Security audits will be limited to SAS' records, facilities and employees and will not include a review of any records, facilities, infrastructure, or technology owned or controlled by a third-party cloud provider. Neither Customer nor the auditor will access the internet data center or otherwise observe any physical security safeguards maintained by SAS or its Cloud vendors.

### 15. Disclaimer of Third-Party Actions

SAS exercises no control over the flow of information to or from the System, SAS' network, or other portions of the internet. Such flow largely depends on the performance of internet services provided or controlled by third parties. At times, actions or inactions of such third parties can impair or disrupt connections to the System. SAS will use commercially reasonable efforts to take all actions it deems appropriate to avoid or remedy such events, but SAS cannot guarantee that such events will not occur. **SAS DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO INTERNET OR NETWORK FAILURES. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE AGREEMENT, SAS DISCLAIMS ANY AND ALL LIABILITY ARISING FROM ACTIONS OR INACTIONS OF A THIRD PARTY.**

### 16. Termination Rights

In addition to SAS' termination rights set forth in the Agreement, SAS may terminate the Order Form upon thirty (30) days' prior written notice if Customer fails to cure either of the following conditions: (a) Customer's use of the System or the Customer Materials poses a security risk to the System or any other SAS customer, may harm the System or any other SAS customer, or may subject SAS or any third party to liability; or (b) applicable law prohibits SAS from providing the System to Customer. SAS may terminate the Order Form upon five (5) days' written notice if Customer uses the System for fraudulent or illegal activities. If a cloud service provider terminates its agreement with SAS to provide their facilities for the System, SAS may, upon at least one hundred

Exhibit B

twenty (120) days' written notice to Customer, either (a) relocate the System to an alternate internet data center; or (b) if relocation is not commercially reasonable, terminate the Order Form and refund to Customer a pro rata portion of any Fees paid by Customer for the time remaining in the Term.

**17. Microsoft Products**

If the System includes any products owned by Microsoft Corporation, the Microsoft terms are available at:  
<https://www.sas.com/content/dam/SAS/legal/microsoftproductsenglish.pdf>

LGL5624.v5  
Last Revised: 6Oct2025

## Exhibit C



## Hosted Managed Services Service Level Warranty Addendum

中文 Français Deutsch Italiano 日本語 한국어 Español Polski Türkçe Português

This Service Level Warranty Addendum describes SAS' Service Level Warranty for System availability and Customer's remedy for System Downtime for Hosted Managed Services or Managed Application Services, as applicable.

### 1. Service Level Warranty for Hosted Managed Services

#### 1.1 Definitions.

1.1.1 "**Burn-in Period**" means a period of sixty

(60) days following the date on which SAS declares the production System identified on the Order Form to be live.

1.1.2 "**Planned Outage**" means any scheduled outage resulting in unavailability of the System due to maintenance activities of the Internet data center or other reasons.

1.1.3 "**Service Credit**" means the credit provided to Customer for any calendar month in which System Availability is not achieved. Service Credits are calculated as set forth in the *Service Credits* section of this Addendum.

1.1.4 "**Service Level Warranty**" means the warranty that the production System identified on the Order Form will be available to Customer as described in the *Service Level Warranty* section of this Addendum.

1.1.5 "**System Availability**" means the percentage of time during each calendar month when the System is available to Customer, excluding any period of unavailability due to a Planned Outage, any outage due to Customer Materials or any outage beyond SAS' reasonable control.

1.1.6 If this Addendum is incorporated into an agreement for Managed Application Services, then Hosted Managed Services means Hosting Services for the purposes of interpreting this Addendum.

1.2 **Service Level Warranty.** SAS' Service Level Warranty applies to production Systems identified on the Order Form only and is dependent on Customer submitting all required Customer Materials to SAS in accordance with the Agreement. SAS will monitor the Hosted Managed Services and will determine System Availability. SAS will monitor the Service Level Warranty during the Burn-in Period but will not make Service Level Credits available until the end of the Burn-in Period.

#### 1.3 Applicability.

1.3.1 The Service Level Warranty will not apply to:

(a) any modification of the System by anyone other than SAS or SAS' representatives; (b) Consulting Services or technical support; or (c) telecommunications lines. The Service Level Warranty does not apply to any unavailability of the System or performance issues that result from or are related to: (i) a Force Majeure cause; (ii) actions or inactions of Customer or any third parties outside of SAS' control including, but not limited to third party provider(s); (iii) Customer's equipment and/or third-party equipment not within the sole control of SAS or its representatives; (iv) Customer's failure to comply with the System usage rules; (v) Customer Materials; (vi) third party products, including changes in support terms of third party software components that impact SAS' ability to provide Hosted Managed Services; (vii) Customer's decision to utilize a prior Software version in the System that is no longer eligible for standard support under the *Technical Support* section of the Universal Terms; or (viii) Customer's decision not to adopt System infrastructure sizing recommendations provided by SAS.

1.3.2 SAS' provision of the Hosted Managed Services depends on the timely availability of Customer Materials. If SAS is unable to perform any obligation under the Order Form due to unavailable or altered Customer Materials, SAS will notify Customer and Customer will provide the Customer Materials. SAS will process the Customer Materials or corrected Customer Materials as soon as commercially practicable after they become available. SAS will notify Customer once any delays in the availability of the System are resolved. Any delays in the availability of the System occurring as a result of the Customer Materials will not be deemed a breach of the Service Level Warranty and SAS will not be liable for providing Customer with any Service Credits pursuant to the *Service Credits* section.

1.3.3 Any unavailability of the System relating to the *Planned Outages* or *Temporary Service Suspensions* sections below are not a breach of the Service Level Warranties and SAS will not provide Customer with any Service Credits.

1.4 **Planned Outages.** SAS will use reasonable efforts to provide Customer with at least seven (7) days'

Exhibit C

notice prior to a Planned Outage.

**1.5 Temporary Service Suspensions.** SAS may temporarily suspend Customer's access to any portion or all of the System, including the Customer Materials, if SAS reasonably determines that:

- (a) a threat, attack, denial of service attack, or other event creates a risk to the System, the internet data center, any party or a third party;
- (b) Customer's use of the System or the Customer Materials creates a risk to the System, the internet data center, any party or third party, or may subject SAS or any third party to liability;
- (c) Customer uses the System for fraudulent or illegal activities or any activity prohibited by the System usage rules;
- (d) subject to applicable law, Customer ceases to continue its business in the ordinary course, attempts to make an assignment for the benefit of creditors or similar disposition of its assets, or becomes the subject of any bankruptcy, reorganization, liquidation, dissolution or similar proceeding;
- (e) Customer uses the System in breach of the Agreement;
- (f) there is any unauthorized access to or use of the System;
- (g) Customer is in default of its payment obligations;
- (h) there is an unusual spike or increase in Customer's use of the System, which gives rise to a reasonable suspicion of unauthorized use of the System; or
- (i) applicable law prohibits SAS from providing the System to Customer.

SAS will use commercially reasonable efforts to provide written notice of any service suspension to Customer and will provide updates regarding resumption of availability of the System following any service suspension. SAS will not provide any Service Credits and will have no liability for any damage, liabilities, losses (including any loss of data or profits) that Customer may incur as a result of any service suspension under this section.

**2. Permitted Use**

**2.1 Service Credit Availability.** Service Credits will apply to Customer's production System(s) identified on the Order Form only. Customer will be entitled to request only one (1) Service Credit each month related to a particular event. Customer must request each Service Credit within seven (7) days of the end of such calendar month. Customer's failure to request a Service Credit within this timeframe will forfeit the Service Credit for that month. Any Service Credits received by Customer will be applied to the next invoice for Hosted Managed Services Fees under the Order Form. However, if the Service Credit is due in the final period of the Term, SAS will refund the Service Credit to Customer.

**2.2 End-to-End Service Level Warranty.** Service Credits available to Customer as a result of a breach of the End-to-End Service Level Warranty are calculated based on the System Availability as follows:

$$x = ((n-y)/n)*100$$

Where x = Average System Availability percentage; n = the number of hours in a calendar month; and y = the number of hours that the production System is not available in the same month.

Systems utilizing SAS Viya platform release 4.0 or later:

System Availability	Service Credit Calculation
> 99.5%	No Service Credit
99.49% - 98.5%	4% of the monthly Hosted Managed Services Fees (annual Fee divided by twelve)
< 98.49%	7% of the monthly Hosted Managed Services Fees (annual Fee divided by twelve)

All other Systems:

System Availability	Service Credit Calculation
---------------------	----------------------------

Exhibit C

> 99.0%	No Service Credit
98.99% - 98.5%	4% of the monthly Hosted Managed Services Fees (annual Fee divided by twelve)
< 98.49%	7% of the monthly Hosted Managed Services Fees (annual Fee divided by twelve)

**3. Termination**

Customer may terminate the Order Form for cause and without penalty if: (a) Customer receives a total of four (4) Service Credits during any annual period under the Order Form; and (b) SAS breaches the Service Level Warranty in any subsequent calendar month during such annual period. Customer must notify SAS of its intention to terminate within five days following the end of the calendar month in which the termination right arises.

**4. Exclusive Remedies**

The *Service Credits*, and *Termination* sections above state Customer's sole and exclusive remedy for any noncompliance with the Service Level Warranty. **SAS MAKES NO WARRANTY THAT THE SYSTEM WILL OPERATE ERROR-FREE OR WITHOUT INTERRUPTION OR THAT ANY DATA TRANSMISSIONS TO, FROM, OR THROUGH THE SYSTEM WILL BE COMPLETELY SECURE; PROVIDED, HOWEVER, THAT SAS WILL UTILIZE THE SECURITY MEASURES DESCRIBED IN THE HOSTED MANAGED SERVICES ADDENDUM.**

LGL5631 v4

Last Revised: 6Oct2025

## Exhibit D



## Consulting Services Addendum

中文 Français Deutsch Italiano 日本語 한국어 Español Polski Türkçe Português

This Addendum applies only to Consulting Services. To purchase Consulting Services, Customer will enter into an Order Form with SAS that incorporates the Universal Terms, this Addendum and any other Offering-specific terms.

### 1. Consulting Services

SAS will provide the Consulting Services on either a Fixed Price basis or a Time and Materials basis as described in the Order Form. Consulting Services do not include continued support or maintenance of any Work Product, unless such continued support or maintenance is detailed in the Order Form. Unless otherwise specified in the Order Form, the Consulting Services Term is one (1) year. Customer, its Related Entities or representatives may modify Work Product. In the event any party other than SAS modifies the Work Product, the *SAS Warranties and Disclaimers* and *Indemnification by SAS* sections of the Universal Terms will not apply to any such modified Work Product.

### 2. Time and Materials Consulting Services

This section applies only to Time and Materials Consulting Services.

**2.1 Invoicing.** Unless Customer elects to pre-pay Fees as set forth in an Order Form, SAS will invoice Customer monthly for Fees due.

**2.2 Customer Budget.** If the Order Form sets forth a Customer Budget, SAS will not perform Consulting Services or charge Fees exceeding such Customer Budget, provided that SAS can perform Consulting Services exceeding the Customer Budget by no more than 10% with Customer's written approval. Any Consulting Services in excess of 10% requires an amendment to the Order Form. Customer is not obligated to spend all of the Customer Budget. Except as otherwise set forth in the Order Form, Customer must use any Consulting Services hours for the stated Customer Budget within one (1) year from the effective date.

**2.3 Prioritization.** Prioritization will occur as part of the requirements documentation and scoping to focus efforts on higher priority requirements within the available Customer Budget. Lesser priority items discovered during the requirements process may require an increase to the Customer Budget via the Change Management process.

### 3. Fixed Price Consulting Services

This section applies only to Fixed Price Consulting Services.

**3.1 Invoicing.** SAS will invoice Customer for the Fees according to the schedule in the Order Form.

**3.2 Acceptance.** Customer will accept or reject a Deliverable within ten (10) business days of delivery. If Customer does not reject a Deliverable within this timeframe, the Deliverable is deemed to have been accepted. Customer must notify SAS in writing to reject a Deliverable and must specify the nature and scope of the deficiencies.

If Customer rejects a Deliverable, the parties will use reasonable efforts to follow these timeframes. Within five (5) business days after receipt of the rejection notice, SAS will either correct the deficiencies or propose the manner and timeframe for correcting the deficiencies. Customer will accept or reject any proposal from SAS for correcting any deficiencies within five (5) business days after receipt of SAS' proposal. Customer will accept or reject the corrected Deliverable within five (5) business days of SAS' delivery.

If Customer rejects SAS' proposal for correcting any deficiencies or rejects the corrected Deliverable, SAS may terminate the Agreement for the Consulting Services and refund the Fees paid for the Deliverable. In such event, Customer will delete or destroy the Deliverable.

If the Order Form does not specify any Deliverables, then the Services are deemed accepted as they are performed.

### 4. Customer's Responsibilities

Customer will:

- (a) provide accurate information and access to Customer personnel required for SAS to perform the Consulting Services;
- (b) review any Work Product and/or Deliverables as SAS reasonably requests;
- (c) back up all systems, data or software that SAS will access when performing the Consulting Services;

## Exhibit D

(d) implement reasonable measures to prevent SAS' inadvertent access to any Confidential Information not necessary for SAS' performance of the Consulting Services;

(e) make available facilities and equipment reasonably required for SAS to perform any on-site Consulting Services;

(f) provide any regulatory requirements to SAS for review in advance of the Consulting Services. Any regulatory requirements that impact the scope of the Consulting Services are subject to the *Change Management* section below; and

(g) provide and use a Connectivity Tool to limit and control SAS' access to the systems and data required for SAS to perform the Consulting Services. If individually assigned access is unavailable, Customer may permit SAS remote access via screen sharing applications (such as WebEx or Zoom) and an increase to the Customer Budget may be required via the Change Management process. SAS will use the Connectivity Tool regardless of whether access occurs remotely, at Customer's facility, or using SAS' or Customer's laptops or other hardware.

SAS is not liable for any performance delays caused by Customer's failure or delay to perform these responsibilities.

### 5. Taxes, Travel and Living Expenses

Fees do not include applicable taxes or travel and living expenses. SAS will invoice Customer monthly for actual travel and living expenses SAS incurs while performing Consulting Services. Unless specifically stated in the Order Form or Agreement, any pre-paid Fees are non-refundable and cannot be applied to taxes or travel and living expenses.

### 6. Change Management

For any change to the scope of Consulting Services or the assumptions set forth in the Order Form, SAS will prepare a written change order describing: (a) the changes; (b) the impact of the changes on the Consulting Services and the project schedule; (c) the estimated timetable; and (d) any additional Fees and cost.

Customer's project manager will respond in writing to a change order within five (5) business days. If the change requires payment of additional Fees, SAS will provide a proposed amendment to the Order Form. Until the parties mutually agree on the change order and sign an amendment, if required, SAS will continue to perform the Consulting Services as if the change order does not apply.

### 7. Customer Project Manager

Customer will designate one or more project managers to be Customer's primary contact(s) with SAS.

### 8. Time Limitations

Reserved.

LGL5623 v4

Last Revised: 6OCT2025

## Exhibit E

**SAS Universal Terms**

中文 Français Deutsch Italiano 日本語 한국어 Español Polski Türkçe Português

These Universal Terms apply to all Offerings. To order an Offering, Customer 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 Managed Cloud Services 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 (a) procure any Offering or Documentation to bring an intellectual property infringement claim against SAS; or (b) use any Offering or Documentation to 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. Agreement Term**

**2.1 Effective Date; Term.** The Agreement is effective upon the last date of signature or acceptance of the Order Form and will remain in effect for the Term.

**2.2 Termination.** If a party breaches the Agreement, the other party may terminate the Agreement if the breach has not been cured after thirty (30) days' written notice. SAS may terminate the Agreement immediately if (a) Customer violates SAS' intellectual property rights or (b) to avoid penalty or violation under applicable law, including if Trade Law prohibits or limits SAS in any manner from performing hereunder or transacting with any Customer or any User. Customer may terminate the Agreement as set forth in [www.sas.com/termination](http://www.sas.com/termination). Obligations in the Agreement that by their nature are continuing survive expiration or termination. In addition, the terms of the Agreement will continue to apply if SAS continues to provide an Offering to Customer while the parties are in good faith negotiations to renew the Offering. SAS' provision of the Offering during any such negotiation is not fee waived.

If the Agreement terminates or expires, Customer will stop using the Offering and delete any media, Product Authorization Codes, or Documentation provided by SAS.

**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 Pricing Metrics; Upgrades.** The Pricing Metric quantity is determined by combining the quantity associated with Customer and its Related Entities benefitting from the use of the Offering under the relevant Order Form. Customer must contact SAS to change any factor impacting the Pricing Metric or applicable usage

## Exhibit E

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, duties, tariffs, or other governmental charges, 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 United States 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.

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**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 that 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 **Compliance with Law Warranty.** SAS warrants that it will comply in all material respects with all applicable laws related to SAS' performance of the Agreement. However, any noncompliance with applicable

## Exhibit E

laws that does not materially affect SAS' provision of the Offering or result in any fine or other action against Customer, will not be deemed a breach of this representation and warranty. As Customer's exclusive remedy for breach of this warranty, SAS, at its option, will: (a) remedy such breach; or (b) terminate the applicable Order Form and refund the Fees paid for the Offering during the then-current annual period.

**8.5 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. CUSTOMER IS RESPONSIBLE FOR ENSURING ITS COMPLIANCE WITH ALL APPLICABLE LAWS RELATED TO ITS USE OF THE OFFERING OR ANY RESULTS DERIVED FROM USING THE OFFERING. ACCORDINGLY, CUSTOMER ACKNOWLEDGES THAT THE USE OF THE OFFERING ALONE WILL NOT ENSURE CUSTOMER'S COMPLIANCE WITH APPLICABLE LAWS.**

**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, loss of profit, or reliance damages (arising in contract, tort or otherwise) even if they have been informed of the possibility of such damages. Except for the claims for which SAS will indemnify Customer under Section 11 (*Indemnification by SAS*), 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 THE AGGREGATE TO THE FEES CUSTOMER HAS PAID FOR THE OFFERING AT ISSUE DURING THE APPLICABLE ANNUAL PERIOD OR APPLICABLE CONSULTING SERVICES 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. Indemnification by SAS**

Provided Customer complies with the Agreement, SAS will defend and indemnify Customer for any third-party claim against Customer for: (a) any copyright, patent, trade secret or other intellectual property rights violation relating to the Software, Work Product, or any Software or Work Product included in a SAS Managed Cloud Services Offering; or (b) bodily injury, death or damage to tangible property, arising solely from actions for which SAS is legally responsible. Tangible property does not include software or data. To the extent allowable by law, Customer will notify SAS of any such claim and, if allowable by law, allow SAS to participate in the investigation, defense, and settlement of such claim, provided that only the government may represent Customer in litigation. SAS will indemnify Customer by paying for the costs and attorneys' fees Customer incurs at SAS' direction and any judgment finally awarded against Customer or settlement approved by SAS. Customer may participate at Customer's own expense.

If any intellectual property claim is made or, in SAS' opinion, is likely to be made, SAS may: (i) modify the Software or Work Product; (ii) obtain rights for Customer to continue using the Software or Work Product; or (iii) terminate Customer's license to use the Software or Work Product and refund any Fees paid by Customer for the then-current annual period or for the Work Product at issue. Customer will abide by SAS' decision.

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SAS' indemnification obligation does not apply to claims based on: (1) Customer's combination of the Software or Work Product with other software or materials; (2) Customer's modification to the Software or Work Product; (3) prior versions of the Software if Customer had not installed the latest version or updates to the Software prior to the date the claim arose as instructed by SAS; or

## 12. Indemnification by Customer

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; 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. 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 Generative AI

**14.1 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 United States 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](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.

**14.2 Generative AI.** If Customer's Offering leverages, integrates with, or interoperates with generative AI models or services, SAS' Generative AI terms will apply and those terms are available at <https://www.sas.com/generative-ai-terms>.

## 15. Insurance

During the Term of this Agreement, SAS Institute Inc. will keep the following insurance policies in force:

- (a) Workers Compensation – Statutory (in the amounts required by applicable law),
- (b) Employer's Liability – USD \$1,000,000 per occurrence; bodily injury by accident or disease, including death,
- (c) Commercial General Liability – USD \$1,000,000 combined limit per occurrence and USD \$2,000,000 aggregate, occurrence basis; including products-completed operations, bodily injury, personal injury and property damage, personal and advertising injury, and blanket contractual liability,
- (d) Automobile Liability – USD \$1,000,000 combined limit per occurrence; bodily injury and property damage covering owned, non-owned and hired vehicles,
- (e) Umbrella – USD \$10,000,000 per occurrence and aggregate, excess of Employer's Liability, Commercial General Liability, and Automobile Liability, and
- (f) Professional Liability (Technology Errors and Omissions with Cyber) - \$15,000,000 each claim and aggregate, including coverage for:
  - Technology Errors and Omissions and Products Liability – negligent acts, errors, omissions, misstatements, misleading statements, misrepresentations, products liability

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- Network Security and Privacy Liability (Cyber) – theft, loss, or unauthorized disclosure of personally identifiable information, protected health information or third-party information in SAS' care, custody, or control, alteration/corruption/destruction/deletion/damage to stored data, failure to prevent or transmission/implantation of malicious code, denial of service attack, breach of confidentiality, network extortion
- Media Liability – defamation, libel, slander, disparagement, trade libel, prima facie tort, invasion of privacy, misappropriation of name/likeness/trade secret, plagiarism, intellectual property infringement (except patent)
- Regulatory Defense and Penalties
- Payment Card Industry Fines, Expenses and Costs
- Third-Party Coverage – including, but not limited to, coverage for damages such as privacy notifications, legal services, call center services, and credit monitoring

Insurance policies will be issued by companies with a minimum A.M. Best Rating of A- VII. The Customer will receive a minimum of thirty (30) days' prior written notice of cancellation. Customer will be included as an additional insured on the Commercial General Liability and Automobile Liability policies on a primary, non-contributory basis. SAS and its insurers waive rights of subrogation against the Customer for Commercial General Liability, Automobile Liability, and Workers' Compensation. Evidence of coverage is available at: [https://www.sas.com/en\\_us/legal/evidence-of-insurance.html](https://www.sas.com/en_us/legal/evidence-of-insurance.html).

## 16. Applicable Law

**16.2 Trade, Sanctions, Export, and Import.** United States trade, sanctions, export and import laws and regulations apply to the Offering, System, Work Product, documentation, and any other SAS-provided technology, related information, or parts thereof ("**Controlled Material**"). Controlled Material originates from the United States, and/or its export, re-export, transfer, re-transfer, and use is subject to control under United States and other applicable trade, sanctions, export, and import laws and regulations. Both parties agree to comply with these and other applicable laws and regulations ("**Trade Law**"), except as prohibited or penalized by United States law. The parties agree in case of conflict between United States Trade Law and any other applicable jurisdiction's Trade Law, United States Trade Law prevails. Customer warrants that Customer and its Users are not: (a) sanctioned or otherwise prohibited by Trade Law from receiving or accessing Controlled Material ("**Sanctioned Person**"); (b) organized, headquartered or located in, or under control of, or a citizen or resident of, any country or other territory subject to general, financial, export or trade embargo under Trade Law ("**Embargoed Person**"); (c) owned, directly or indirectly, 50% or more either individually or in the aggregate by a Sanctioned Person or an Embargoed Person; or (d) engaged in any end-uses prohibited under Trade Law including: nuclear, chemical or biological weapons; nuclear facilities not under International Atomic Energy Agency safeguards; missiles or unmanned aerial vehicles capable of long-range use or weapons delivery; military training or assistance; military or intelligence end-use in prohibited jurisdictions; deep water, Arctic offshore or shale oil or gas exploration involving Russia or Russian companies, or Russian energy export pipelines; or prohibited supercomputing, advanced semiconducting, or semiconductor manufacturing equipment uses. Customer will not import or use any data within the System that is subject to the United States International Traffic in Arms Regulations. Export classification information for SAS software is available at <http://support.sas.com/adminservices/export.html>.

**16.3 Antitrust and Competition; Anti-boycott.** In connection with this Agreement, each party agrees to comply with (a) applicable antitrust and competition laws and regulations and (b) applicable anti-boycott laws and regulations, including but not limited to the anti-boycott provisions of the United States Export Administration Act and the United States Internal Revenue Code. Neither party will engage in any action that would constitute agreement with, participation in, or cooperation with, any boycott not sanctioned by United States law. Notwithstanding anything else in the Agreement to the contrary, SAS does not, and will not, cooperate with, comply with, or take any action that is inconsistent with, prohibited, or penalized under United States laws and regulations, including, without limitation, Section 999 of the Internal Revenue Code. Both parties agree to reasonably cooperate with each other including, without limitation, regarding documentary requests, in any investigation or proceeding related to compliance with (a) antitrust or competition laws and (b) anti-boycott laws or regulations.

**16.4 Additional Terms.** If the Order Form is entered between Customer and a SAS affiliate located outside of the US, any applicable provisions of the Country-Specific Terms available at <http://www.sas.com/country-specific-terms> will apply. In the event of a conflict between the Country-Specific Terms and these Universal Terms, the Country-Specific Terms apply.

## 17. General

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**17.1 Subcontracting.** SAS may subcontract its performance under the Agreement, provided SAS obtains express written consent from the Customer before executing any subcontract. However, such subcontracting arrangement does not relieve SAS of its obligations to Customer under the Agreement.

**17.2 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 Managed Cloud Services 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 Acceptable Use Policy, available at [www.sas.com/acceptableuse](http://www.sas.com/acceptableuse).

**17.3 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.

**17.4 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.

**17.5 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 either party may have under the Agreement at law, in equity, or otherwise.

**17.6 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. However, SAS may assign the Agreement to any affiliate or in connection with a merger, acquisition or asset sale by notice to and with the written consent of Customer, consistent with W. Va. Code §5A-3-62(a)(12).

**17.7 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.

**17.8 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.

**17.9 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.

**17.10 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.

**17.11 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.

**17.14 Notices.** All notices by Customer to SAS must be in writing and delivered to SAS: (a) by certified or registered mail addressed to SAS at 100 SAS Campus Drive, Cary, North Carolina, 27513, USA, Attention: Legal Department, or to the alternative SAS affiliate (if any) identified in an applicable Order Form, or (b) by email to [licensing@sas.com](mailto:licensing@sas.com) for all notices related to renewal, non-renewal or termination of the Agreement or any Order Form. Unless otherwise specified in writing by Customer, all notices to Customer shall be in writing and sent to the address or email provided to SAS. All notices will be deemed given when received (unless otherwise specified).

**17.15 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.

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**17.16 Complete Agreement.** If SAS provides an Order Form as a click agreement, the Agreement will be binding upon both parties upon Customer's acceptance. The Agreement is the parties' complete statement relating to its subject matter. SAS rejects any additional or conflicting terms on purchase orders or other purchasing documents. The Agreement may not be modified by any side agreement or arrangement between SAS and Customer, written or oral, that purports to modify the Agreement and is not accepted in writing by an authorized representative of both parties.

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## Exhibit E

### 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 item 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 Managed Cloud Services 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.

Exhibit E

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 Managed Cloud Services"** means Hosted Managed Services, Subscription Services 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 United States 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 Managed Cloud Services 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 Managed Cloud Services 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.

### Certificate Of Completion

Envelope Id: F9F4D9E7-0193-46AF-A461-5602BDBE3169	Status: Completed
Subject: Complete with Docusign: ACT 0511 BFA26 2 - signatures needed.pdf	
Source Envelope:	
Document Pages: 102	Signatures: 6
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Stamps: 6
EnvelopeId Stamping: Enabled	Envelope Originator:
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	Chidi Madu
	P.O. Box 610
	Cary, NC 27512
	Chidi.Madu@sas.com
	IP Address: 2600:1700:4f50:

### Record Tracking

Status: Original	Holder: Chidi Madu	Location: DocuSign
4/27/2026 11:19:01 AM	Chidi.Madu@sas.com	

### Signer Events

### Signature

### Timestamp

Chidi Madu  
Chidi.Madu@sas.com  
SAS Institute Inc.  
Security Level: Email, Account Authentication (None)

Signed



Sent: 4/27/2026 11:31:42 AM  
Viewed: 4/27/2026 11:31:53 AM  
Signed: 4/27/2026 11:33:55 AM

Using IP Address:  
2600:1700:4f50:57ff:45e8:4160:a6f7:4759

### Electronic Record and Signature Disclosure: Not Offered via Docusign

April Blanks  
lopsussigngroup@sas.com  
Manager, Licensing Operations  
SAS Institute Inc.  
Security Level: Email, Account Authentication (None)

Signed by:  
  
B4553C40E6D1411...  
Signature Adoption: Pre-selected Style  
Using IP Address: 174.109.188.238

Sent: 4/27/2026 11:33:56 AM  
Viewed: 4/27/2026 2:00:38 PM  
Signed: 4/27/2026 2:06:38 PM

### Electronic Record and Signature Disclosure: Accepted: 4/27/2026 2:00:38 PM ID: 05e3b5c1-1dba-4718-95aa-2014a73eb711

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps

**Envelope Summary Events****Status****Timestamps**

Envelope Sent	Hashed/Encrypted	4/27/2026 11:31:42 AM
Certified Delivered	Security Checked	4/27/2026 2:00:38 PM
Signing Complete	Security Checked	4/27/2026 2:06:38 PM
Completed	Security Checked	4/27/2026 2:06:38 PM

**Payment Events****Status****Timestamps****Electronic Record and Signature Disclosure**

## **CONSUMER DISCLOSURE**

From time to time, SAS Institute Inc. (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

**How to contact SAS Institute Inc.:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [brian.wilson@sas.com](mailto:brian.wilson@sas.com)

**To advise SAS Institute Inc. of your new e-mail address**

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at [brian.wilson@sas.com](mailto:brian.wilson@sas.com) and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

**To request paper copies from SAS Institute Inc.**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to [brian.wilson@sas.com](mailto:brian.wilson@sas.com) and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with SAS Institute Inc.**

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to [brian.wilson@sas.com](mailto:brian.wilson@sas.com) and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"> <li>•Allow per session cookies</li> <li>•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection</li> </ul>

\*\* These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

**Acknowledging your access and consent to receive materials electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify SAS Institute Inc. as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by SAS Institute Inc. during the course of my relationship with you.

**STATE OF WEST VIRGINIA**  
**ORDER OF PRECEDENT AND ADDITIONAL TERMS AGREEMENT**

**THIS ORDER OF PRECEDENT AND ADDITIONAL TERMS AGREEMENT**, by and between [SAS Institute, Inc ] (“Vendor”) and the [Dept of Human Services ] (“State”) is intended to provide an order of priority for the various documents that comprise the contract resulting from the [emergency purchase request ] solicitation identified as [ACT 0511 BFA26\*2 ], (the “Contract”) and to add certain required contract terms to the Contract.

The Parties Agree as follows:

- 1. Order of Precedence:** The Contract is comprised of the documents listed in this section. The terms and conditions contained in the various documents shall be interpreted according to the priority given to the Contract document in this section.

**Contract Documents:**

- a. This Addendum - First in priority.
  - b. Additional State Documents (if any) attached hereto as Exhibit A – Second Priority
  - c. Vendor Quote, and Scope of Work (if any), attached hereto as Exhibit B – Third Priority
  - d. Additional Vendor Documents Attached hereto as Exhibit C – Fourth Priority
- 2. Additional Contract Terms.** The following additional terms are added to the Contract.
    - a. **VOID CONTRACT CLAUSES** – This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.
    - b. **LATE PAYMENT PENALTIES** – Any language in any document imposing any interest or charges due to late payment is deleted.
    - c. **BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider’s employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.
    - d. **ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights,

title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

- e. **PRIVACY, SECURITY, AND CONFIDENTIALITY:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>
- f. **ISRAEL BOYCOTT:** Vendor understands and agrees that pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.
- g. **NO DEBT CERTIFICATION:** In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming that (1) for construction contracts, the Vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

The Parties are signing this Agreement on the date stated below the signature.

VENDOR: [ SAS Institute Inc. ] STATE AGENCY: [ ]

Printed Name: April Blanks

Printed Name: Christina Mullins

Signature:   
Signed by: April Blanks  
B4553C40E8D1411...

Signature: 

Title: Manager, Licensing Operations

Title: Acting Cab. Secretary

Date: 27-Apr-2026 | 2:06 PM EDT

Date: 5-1-26



Exhibit A-1

**GENERAL TERMS AND CONDITIONS:**

**1. CONTRACTUAL AGREEMENT:** Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

**2. DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

**2.1. "Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

**2.2. "Bid" or "Proposal"** means the vendors submitted response to this solicitation.

**2.3. "Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

**2.4. "Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.

**2.5. "Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.

**2.6. "Award Document"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

**2.7. "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

**2.8. "State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

**2.9. "Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

Exhibit A-1

**3. CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

**Term Contract**

**Initial Contract Term:** The Initial Contract Term will be for a period of one (1) year. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as \_\_\_\_\_), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

**Renewal Term:** This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to N/A successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

**Alternate Renewal Term** – This contract may be renewed for successive \_\_\_\_\_ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

**Delivery Order Limitations:** In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

**Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within \_\_\_\_\_ days.

Exhibit A-1

**Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within \_\_\_\_\_ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that:

the contract will continue for \_\_\_\_\_ years;

the contract may be renewed for \_\_\_\_\_ successive \_\_\_\_\_ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's Office (Attorney General approval is as to form only).

**One-Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

**Construction/Project Oversight:** This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as \_\_\_\_\_), and continues until the project for which the vendor is providing oversight is complete.

**Other:** Contract Term specified in \_\_\_\_\_

**4. AUTHORITY TO PROCEED:** Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

**5. QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

**Open End Contract:** Quantities listed in this Solicitation/Award Document are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

**Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

**Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

Exhibit A-1

**One-Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

**Construction:** This Contract is for construction activity more fully defined in the specifications.

**6. EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One-Time Purchase contract.

**7. REQUIRED DOCUMENTS:** All of the items checked in this section must be provided to the Purchasing Division by the Vendor as specified:

**LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is listed above.

Exhibit A-1

**8. INSURANCE:** The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section.

Vendor must maintain:

- Commercial General Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.
- Automobile Liability Insurance** in at least an amount of: \_\_\_\_\_ per occurrence.
- Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: \_\_\_\_\_ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.
- Commercial Crime and Third Party Fidelity Insurance** in an amount of: \_\_\_\_\_ per occurrence.
- Cyber Liability Insurance** in an amount of: \$1,000,000.00 per occurrence.
- Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.
- Pollution Insurance** in an amount of: \_\_\_\_\_ per occurrence.
- Aircraft Liability** in an amount of: \_\_\_\_\_ per occurrence.
- 
- 
- 
-

Exhibit A-1

**9. WORKERS' COMPENSATION INSURANCE:** Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

**10. VENUE:** All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

**11. LIQUIDATED DAMAGES:** This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

\_\_\_\_\_ for \_\_\_\_\_

Liquidated Damages Contained in the Specifications.

Liquidated Damages Are Not Included in this Contract.

**12. ACCEPTANCE:** Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

**13. PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

**14. PAYMENT IN ARREARS:** Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

**15. PAYMENT METHODS:** Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

**16. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

Exhibit A-1

**17. ADDITIONAL FEES:** Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

**18. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

**19. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.

**20. TIME:** Time is of the essence regarding all matters of time and performance in this Contract.

**21. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code, or West Virginia Code of State Rules is void and of no effect.

**22. COMPLIANCE WITH LAWS:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

**SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

**23. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

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**24. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

**25. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

**26. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

**27. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

**28. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

**29. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

**30. PRIVACY, SECURITY, AND CONFIDENTIALITY:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in [www.state.wv.us/admin/purchase/privacy](http://www.state.wv.us/admin/purchase/privacy)

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**31. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

**DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.**

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

**32. LICENSING:** In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

**SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

**33. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

**34. VENDOR NON-CONFLICT:** Neither Vendor nor its representatives are permitted to have any interest, nor shall they acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

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**35. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

**36. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

**37. NO DEBT CERTIFICATION:** In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming that (1) for construction contracts, the Vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

**38. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

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**39. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at [purchasing.division@wv.gov](mailto:purchasing.division@wv.gov).

**40. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

**41. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS:** Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
  1. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
  2. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

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**42. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL:** In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

**43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE:** W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the Vendor must submit to the Agency a disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

Exhibit A-1

**44. PROHIBITION AGAINST USED OR REFURBISHED:** Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

**45. VOID CONTRACT CLAUSES:** This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

**46. ISRAEL BOYCOTT:** Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.

Exhibit A-1

**DESIGNATED CONTACT:** Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

(Printed Name and Title) Jacqueline Montileone  
(Address) 100 SAS Campus Drive, Cary, NC 27513  
(Phone Number) / (Fax Number) 919-531-0881  
(email address) jacqueline.montileone@sas.com

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation/Contract for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; that I am authorized by the Vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on Vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law, and that pursuant to W. Va. Code 5A-3-63, the entire entering into this contract is prohibited from entering in a boycott against Israel.

SAS Institute Inc.  
(Company) \_\_\_\_\_  
Signed by: April Blanks  
(Signature of Authorized Representative)  
April Blanks Manager, Licensing Operations 27 Apr-2026 | 2:06 PM EDT  
(Printed Name and Title of Authorized Representative) (Date)  
(Phone Number) (Fax Number) \_\_\_\_\_  
licensing@sas.com  
(Email Address) \_\_\_\_\_



Exhibit A-3

**FEDERAL FUNDS ADDENDUM**

2 C.F.R. §§ 200.317 – 200.327

**Purpose:** This addendum is intended to modify the solicitation in an attempt to make the contract compliant with the requirements of 2 C.F.R. §§ 200.317 through 200.327 relating to the expenditure of certain federal funds. This solicitation will allow the State to obtain one or more contracts that satisfy standard state procurement, state federal funds procurement, and county/local federal funds procurement requirements.

**Instructions:** Vendors who are willing to extend their contract to procurements with federal funds and the requirements that go along with doing so, should sign the attached document identified as: “REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317)”

Should the awarded vendor be unwilling to extend the contract to federal funds procurement, the State reserves the right to award additional contracts to vendors that can and are willing to meet federal funds procurement requirements.

**Changes to Specifications:** Vendors should consider this solicitation as containing two separate solicitations, one for state level procurement and one for county/local procurement.

**State Level:** In the first solicitation, bid responses will be evaluated with applicable preferences identified in sections 15, 15A, and 16 of the “Instructions to Vendors Submitting Bids” to establish a contract for both standard state procurements and state federal funds procurements.

**County Level:** In the second solicitation, bid responses will be evaluated with applicable preferences identified in Sections 15, 15A, and 16 of the “Instructions to Vendors Submitting Bids” omitted to establish a contract for County/Local federal funds procurement.

**Award:** If the two evaluations result in the same vendor being identified as the winning bidder, the two solicitations will be combined into a single contract award. If the evaluations result in a different bidder being identified as the winning bidder, multiple contracts may be awarded. The State reserves the right to award to multiple different entities should it be required to satisfy standard state procurement, state federal funds procurement, and county/local federal funds procurement requirements.

**State Government Use Caution:** State agencies planning to utilize this contract for procurements subject to the above identified federal regulations should first consult with the federal agency providing the applicable funding to ensure the contract is compliant.

**County/Local Government Use Caution:** County and Local government entities planning to utilize this contract for procurements subject to the above identified federal regulation should first consult with the federal agency providing the applicable funding to ensure the contract is compliant. For purposes of County/Local government use, the solicitation resulting in this contract was conducted in accordance with the procurement laws, rules, and procedures governing the West Virginia Department of Administration, Purchasing Division, except that vendor preference has been omitted for County/Local use purposes and the contract terms contained in the document entitled “REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317)” have been added.

## Exhibit A-3

**FEDERAL FUNDS ADDENDUM****REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317):**

The State of West Virginia Department of Administration, Purchasing Division, and the Vendor awarded this Contract intend that this Contract be compliant with the requirements of the Procurement Standards contained in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements found in 2 C.F.R. § 200.317, et seq. for procurements conducted by a Non-Federal Entity. Accordingly, the Parties agree that the following provisions are included in the Contract.

**1. MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS:**

(2 C.F.R. § 200.321)

- a. The State confirms that it has taken all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Those affirmative steps include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) above.

- b. Vendor confirms that if it utilizes subcontractors, it will take the same affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

**2. DOMESTIC PREFERENCES:**

(2 C.F.R. § 200.322)

- a. The State confirms that as appropriate and to the extent consistent with law, it has, to the greatest extent practicable under a Federal award, provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United

Exhibit A-3

States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

b. Vendor confirms that will include the requirements of this Section 2. Domestic Preference in all subawards including all contracts and purchase orders for work or products under this award.

c. Definitions: For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**3. BREACH OF CONTRACT REMEDIES AND PENALTIES:**

(2 C.F.R. § 200.327 and Appendix II)

(a) The provisions of West Virginia Code of State Rules § 148-1-5 provide for breach of contract remedies, and penalties. A copy of that rule is attached hereto as Exhibit A and expressly incorporated herein by reference.

**4. TERMINATION FOR CAUSE AND CONVENIENCE:**

(2 C.F.R. § 200.327 and Appendix II)

(a) The provisions of West Virginia Code of State Rules § 148-1-5 govern Contract termination. A copy of that rule is attached hereto as Exhibit A and expressly incorporated herein by reference.

**5. EQUAL EMPLOYMENT OPPORTUNITY:**

(2 C.F.R. § 200.327 and Appendix II)

Except as otherwise provided under 41 CFR Part 60, and if this contract meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3, this contract includes the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

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**6. DAVIS-BACON WAGE RATES:**  
(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that if this Contract includes construction, all construction work in excess of \$2,000 will be completed and paid for in compliance with the Davis–Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must:

- (a) pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- (b) pay wages not less than once a week.

A copy of the current prevailing wage determination issued by the Department of Labor is attached hereto as Exhibit B. The decision to award a contract or subcontract is conditioned upon the acceptance of the wage determination. The State will report all suspected or reported violations to the Federal awarding agency.

**7. ANTI-KICKBACK ACT:**  
(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that it will comply with the Copeland Anti-KickBack Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). Accordingly, Vendor, Subcontractors, and anyone performing under this contract are prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The State must report all suspected or reported violations to the Federal awarding agency.

**8. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**  
(2 C.F.R. § 200.327 and Appendix II)

Where applicable, and only for contracts awarded by the State in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

## Exhibit A-3

**9. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.**  
(2 C.F.R. § 200.327 and Appendix II)

If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

**10. CLEAN AIR ACT**  
(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that if this contract exceeds \$150,000, Vendor is to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

**11. DEBARMENT AND SUSPENSION**  
(2 C.F.R. § 200.327 and Appendix II)

The State will not award to any vendor that is listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

**12. BYRD ANTI-LOBBYING AMENDMENT**  
(2 C.F.R. § 200.327 and Appendix II)

Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

## Exhibit A-3

**13. PROCUREMENT OF RECOVERED MATERIALS**

(2 C.F.R. § 200.327 and Appendix II; 2 C.F.R. § 200.323)

Vendor agrees that it and the State must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**14. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.**

(2 C.F.R. § 200.327 and Appendix II; 2 CFR § 200.216)

Vendor and State agree that both are prohibited from obligating or expending funds under this Contract to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
  - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
  - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
  - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Exhibit A-3

In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

State of West Virginia  
Purchasing Division

Vendor Name:

By: Christ Mullins

By: April Blanks  
Signed by: 84583C-2E0D1411

Printed Name: Christina Mullins

Printed Name: April Blanks

Title: Acting Cab. Secretary

Title: Manager, Licensing Operations

Date: 5-1-26

Date: 27-Apr-2026 | 2:06 PM EDT



Exhibit A-3

**TITLE 148  
LEGISLATIVE RULE  
DEPARTMENT OF ADMINISTRATION**

**SERIES 1  
PURCHASING**

**§148-1-5. Remedies.**

5.1. The Director may require that the spending unit attempt to resolve any issues that it may have with the vendor prior to pursuing a remedy contained herein. The spending unit must document any resolution efforts and provide copies of those documents to the Purchasing Division.

5.2. Contract Cancellation.

5.2.1. Cancellation. The Director may cancel a purchase or contract immediately under any one of the following conditions including, but not limited to:

5.2.1.a. The vendor agrees to the cancellation;

5.2.1.b. The vendor has obtained the contract by fraud, collusion, conspiracy, or is in conflict with any statutory or constitutional provision of the State of West Virginia;

5.2.1.c. Failure to honor any contractual term or condition or to honor standard commercial practices;

5.2.1.d. The existence of an organizational conflict of interest is identified;

5.2.1.e. Funds are not appropriated or an appropriation is discontinued by the legislature for the acquisition;

5.2.1.f. Violation of any federal, state, or local law, regulation, or ordinance, and

5.2.1.g. The contract was awarded in error.

5.2.2. The Director may cancel a purchase or contract for any reason or no reason, upon providing the vendor with 30 days' notice of the cancellation.

5.2.3. Opportunity to Cure. In the event that a vendor fails to honor any contractual term or condition, or violates any provision of federal, state, or local law, regulation, or ordinance, the Director may request that the vendor remedy the contract breach or legal violation within a time frame the Director determines to be appropriate. If the vendor fails to remedy the contract breach or legal violation or the Director determines, at his or her sole discretion, that such a request is unlikely to yield a satisfactory result, then he or she may cancel immediately without providing the vendor an opportunity to perform a remedy.

5.2.4. Re-Award. The Director may award the cancelled contract to the next lowest responsible bidder (or next highest scoring bidder if best value procurement) without a subsequent solicitation if the following conditions are met:

5.2.4.a. The next lowest responsible bidder (or next highest scoring bidder if best value procurement) is able to perform at the price contained in its original bid submission, and

5.2.4.b. The contract is an open-end contract, a one-time purchase contract, or a contract for work which has not yet commenced.

Award to the next lowest responsible bidder (or next highest scoring bidder if best value procurement) will not be an option if the vendor's failure has in any way increased or significantly changed the scope of the original contract. The vendor failing to honor contractual and legal obligations is responsible for any increase in cost the state incurs as a result of the re-award.

5.3. Non-Responsible. If the Director believes that a vendor may be non-responsible, the Director may request that a vendor or spending unit provide evidence that the vendor either does or does not have the capability to fully perform the contract requirements, and the integrity and reliability necessary to assure good faith performance. If the Director determines that the vendor is non-responsible, the Director shall reject that vendor's bid and shall not award the contract to that vendor. A determination of non-responsibility must be evaluated on a case-by-case basis and can only be made after the vendor in question has submitted a bid. A determination of non-

### Exhibit A-3

responsibility will only extend to the contract for which the vendor has submitted a bid and does not operate as a bar against submitting future bids.

#### 5.4. Suspension.

5.4.1. The Director may suspend, for a period not to exceed 1 year, the right of a vendor to bid on procurements issued by the Purchasing Division or any state spending unit under its authority if:

5.4.1.a. The vendor has submitted a bid and then requested that its bid be withdrawn after bids have been publicly opened.

5.4.1.b. The vendor has exhibited poor performance in fulfilling his or her contractual obligations to the State. Poor performance includes, but is not limited to any of the following: violations of law, regulation, or ordinance; failure to deliver timely; failure to deliver quantities ordered; poor performance reports; or failure to deliver commodities, services, or printing at the quality level required by the contract.

5.4.1.c. The vendor has breached a contract issued by the Purchasing Division or any state spending unit under its authority and refuses to remedy that breach.

5.4.1.d. The vendor's actions have given rise to one or more of the grounds for debarment listed in W. Va. Code §5A-3-33d.

5.4.2. Vendor suspension for the reasons listed in section 5.4 above shall occur as follows:

5.4.2.a. Upon a determination by the Director that a suspension is warranted, the Director will serve a notice of suspension to the vendor.

5.4.2.b. A notice of suspension must inform the vendor:

5.4.2.b.1. Of the grounds for the suspension;

5.4.2.b.2. Of the duration of the suspension;

5.4.2.b.3. Of the right to request a hearing contesting the suspension;

5.4.2.b.4. That a request for a hearing must be served on the Director no later than 5 working days of the vendor's receipt of the notice of suspension;

5.4.2.b.5. That the vendor's failure to request a hearing no later than 5 working days of the receipt of the notice of suspension will be deemed a waiver of the right to a hearing and result in the automatic enforcement of the suspension without further notice or an opportunity to respond; and

5.4.2.b.6. That a request for a hearing must include an explanation of why the vendor believes the Director's asserted grounds for suspension do not apply and why the vendor should not be suspended.

5.4.2.c. A vendor's failure to serve a request for hearing on the Director no later than 5 working days of the vendor's receipt of the notice of suspension will be deemed a waiver of the right to a hearing and may result in the automatic enforcement of the suspension without further notice or an opportunity to respond.

5.4.2.d. A vendor who files a timely request for hearing but nevertheless fails to provide an explanation of why the asserted grounds for suspension are inapplicable or should not result in a suspension, may result in a denial of the vendor's hearing request.

5.4.2.e. Within 5 working days of receiving the vendor's request for a hearing, the Director will serve on the vendor a notice of hearing that includes the date, time and place of the hearing.

5.4.2.f. The hearing will be recorded and an official record prepared. Within 10 working days of the conclusion of the hearing, the Director will issue and serve on the vendor, a written decision either confirming or reversing the suspension.

5.4.3. A vendor may appeal a decision of the Director to the Secretary of the Department of Administration. The appeal must be in writing and served on the Secretary no later than 5 working days of receipt of the Director's decision.

### Exhibit A-3

5.4.4. The Secretary, or his or her designee, will schedule an appeal hearing and serve on the vendor, a notice of hearing that includes the date, time and place of the hearing. The appeal hearing will be recorded and an official record prepared. Within 10 working days of the conclusion of the appeal hearing, the Secretary will issue and serve on the vendor a written decision either confirming or reversing the suspension.

5.4.5. Any notice or service related to suspension actions or proceedings must be provided by certified mail, return receipt requested.

5.5. Vendor Debarment. The Director may debar a vendor on the basis of one or more of the grounds for debarment contained in W. Va. Code § 5A-3-33d or if the vendor has been declared ineligible to participate in procurement related activities under federal laws and regulation.

5.5.1. Debarment proceedings shall be conducted in accordance with W. Va. Code §5A-3-33e and these rules. A vendor that has received notice of the proposed debarment by certified mail, return receipt requested, must respond to the proposed debarment within 30 working days after receipt of notice or the debarment will be instituted without further notice. A vendor is deemed to have received notice, notwithstanding the vendor's failure to accept the certified mail, if the letter is addressed to the vendor at its last known address. After considering the matter and reaching a decision, the Director shall notify the vendor of his or her decision by certified mail, return receipt requested.

5.5.2. Any vendor, other than a vendor prohibited from participating in federal procurement, undergoing debarment proceedings is permitted to continue participating in the state's procurement process until a final debarment decision has been reached. Any contract that a debarred vendor obtains prior to a final debarment decision shall remain in effect for the current term, but may not be extended or renewed. Notwithstanding the foregoing, the Director may cancel a contract held by a debarred vendor if the Director determines, in his or her sole discretion, that doing so is in the best interest of the State. A vendor prohibited from participating in federal procurement will not be permitted to participate in the state's procurement process during debarment proceedings.

5.5.3. If the Director's final debarment decision is that debarment is warranted and notice of the final debarment decision is mailed, the Purchasing Division shall reject any bid submitted by the debarred vendor, including any bid submitted prior to the final debarment decision if that bid has not yet been accepted and a contract consummated.

5.5.4. Pursuant to W.Va. Code §5A-3-33e(e), the length of the debarment period will be specified in the debarment decision and will be for a period of time that the Director finds necessary and proper to protect the public from an irresponsible vendor.

5.5.5. List of Debarred Vendors. The Director shall maintain and publicly post a list of debarred vendors on the Purchasing Division's website.

5.5.6. Related Party Debarment. The Director may pursue debarment of a related party at the same time that debarment of the original vendor is proceeding or at any time thereafter that the Director determines a related party debarment is warranted. Any entity that fails to provide the Director with full, complete, and accurate information requested by the Director to determine related party status will be presumed to be a related party subject to debarment.

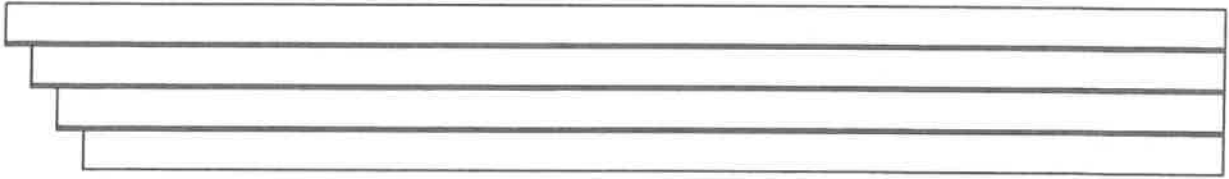
#### 5.6. Damages.

5.6.1. A vendor who fails to perform as required under a contract shall be liable for actual damages and costs incurred by the state.

5.6.2. If any commodities delivered under a contract have been used or consumed by a spending unit and on testing the commodities are found not to comply with specifications, no payment may be approved by the Spending Unit for the merchandise until the amount of actual damages incurred has been determined.

5.6.3. The Spending Unit shall seek to collect damages by following the procedures established by the Office of the Attorney General for the collection of delinquent obligations.

Exhibit A-3



A table with four rows and one column, all of which are redacted. The redaction is represented by solid black bars covering the content of each cell.

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Exhibit A-3

EXHIBIT B To:  
REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY  
CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317):

Prevailing Wage Determination

- Not Applicable Because Contract Not for Construction
- Federal Prevailing Wage Determination on Next Page

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11/1/2019

Exhibit A

**STATE OF WEST VIRGINIA  
ADDENDUM TO VENDOR'S STANDARD  
CONTRACTUAL FORMS**

State Agency, Board, or Commission (the "State"): Department of Health and Human Services

Vendor: SAS Institute Inc.

Contract/Lease Number ("Contract"): ACT 0511 BFA26\*2

Commodity/Service: SAS Payment Integrity for Food Assistance

The State and the Vendor are entering into the Contract identified above. The Vendor desires to incorporate one or more forms it created into the Contract. Vendor's form(s), however, include(s) one or more contractual terms and conditions that the State cannot or will not accept. In consideration for the State's incorporating Vendor's form(s) into the Contract, the Vendor enters into this Addendum which specifically eliminates or alters the legal enforceability of certain terms and conditions contained in Vendor's form(s). Therefore, on the date shown below each signature line, the parties agree the following contractual terms and conditions in this Addendum supersede any competing terms made a part of the Contract:

1. **ORDER OF PRECEDENCE:** This Addendum modifies and supersedes anything contained on Vendor's form(s) whether or not they are submitted before or after the signing of this Addendum. **IN THE EVENT OF ANY CONFLICT BETWEEN VENDOR'S FORM(S) AND THIS ADDENDUM, THIS ADDENDUM SHALL CONTROL.**

2. **PAYMENT** – Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software licenses, subscriptions, or maintenance may be paid annually in advance.

Any language imposing any interest or charges due to late payment is deleted.

3. **FISCAL YEAR FUNDING** – Performance of this Contract is contingent upon funds being appropriated by the WV Legislature or otherwise being available for this Contract. In the event funds are not appropriated or otherwise available, the Contract becomes of no effect and is null and void after June 30 of the current fiscal year. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

4. **RIGHT TO TERMINATE** – The State reserves the right to terminate this Contract upon thirty (30) days written notice to the Vendor. If this right is exercised, the State agrees to pay the Vendor only for all undisputed services rendered or goods received before the termination's effective date. All provisions are deleted that seek to require the State to (1) compensate Vendor, in whole or in part, for lost profit, (2) pay a termination fee, or (3) pay liquidated damages if the Contract is terminated early.

Any language seeking to accelerate payments in the event of Contract termination, default, or non-funding is hereby deleted.

5. **DISPUTES** – Any language binding the State to any arbitration or to the decision of any arbitration board, commission, panel or other entity is deleted; as is any requirement to waive a jury trial.

Any language requiring or permitting disputes under this Contract to be resolved in the courts of any state other than the State of West Virginia is deleted. All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

Any language requiring the State to agree to, or be subject to, any form of equitable relief not authorized by the Constitution or laws of State of West Virginia is deleted.

6. **FEES OR COSTS:** Any language obligating the State to pay costs of collection, court costs, or attorney's fees, unless ordered by a court of competent jurisdiction is deleted.

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7. **GOVERNING LAW** – Any language requiring the application of the law of any state other than the State of West Virginia in interpreting or enforcing the Contract is deleted. The Contract shall be governed by the laws of the State of West Virginia.
8. **RISK SHIFTING** – Any provision requiring the State to bear the costs of all or a majority of business/legal risks associated with this Contract, to indemnify the Vendor, or hold the Vendor or a third party harmless for any act or omission is hereby deleted.
9. **LIMITING LIABILITY** – Any language limiting the Vendor’s liability for direct damages, as defined by W. Va. Code § 5A-3-62(a)(3), is deleted.
10. **TAXES** – Any provisions requiring the State to pay Federal, State or local taxes or file tax returns or reports on behalf of Vendor are deleted. The State will, upon request, provide a tax exempt certificate to confirm its tax exempt status.
11. **NO WAIVER** – Any provision requiring the State to waive any rights, claims or defenses is hereby deleted.
12. **STATUTE OF LIMITATIONS** – Any clauses limiting the time in which the State may bring suit against the Vendor or any other third party are deleted.
13. **ASSIGNMENT** – The Vendor agrees not to assign the Contract to any person or entity without the State’s prior written consent, which will not be unreasonably delayed or denied. The State reserves the right to assign this Contract to another State agency, board or commission upon thirty (30) days written notice to the Vendor. These restrictions do not apply to the payments made by the State. Any assignment will not become effective and binding upon the State until the State is notified of the assignment, and the State and Vendor execute a change order to the Contract.
14. **RENEWAL** – Any language that seeks to automatically renew, modify, or extend the Contract beyond the initial term or automatically continue the Contract period from term to term is deleted. The Contract may be renewed or continued only upon mutual written agreement of the Parties.
15. **INSURANCE** – Any provision requiring the State to maintain any type of insurance for either its or the Vendor’s benefit is deleted.
16. **RIGHT TO REPOSSESSION NOTICE** – Any provision for repossession of equipment without notice is hereby deleted. However, the State does recognize a right of repossession with notice.
17. **DELIVERY** – All deliveries under the Contract will be FOB destination unless the State expressly and knowingly agrees otherwise. Any contrary delivery terms are hereby deleted.
18. **CONFIDENTIALITY** – Any provisions regarding confidential treatment or non-disclosure of the terms and conditions of the Contract are hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act (“FOIA”) (W. Va. Code §29B-a-1, et seq.) and public procurement laws. This Contract and other public records may be disclosed without notice to the vendor at the State’s sole discretion.  
  
Any provisions regarding confidentiality or non-disclosure related to contract performance are only effective to the extent they are consistent with FOIA and incorporated into the Contract through a separately approved and signed non-disclosure agreement.
19. **THIRD-PARTY SOFTWARE** – If this Contract contemplates or requires the use of third-party software, the vendor represents that none of the mandatory click-through, unsigned, or web-linked terms and conditions presented or required before using such third-party software conflict with any term of this Addendum or that is has the authority to modify such third-party software’s terms and conditions to be subordinate to this Addendum. The Vendor shall indemnify and defend the State against all claims resulting from an assertion that such third-party terms and conditions are not in accord with, or subordinate to, this Addendum.
20. **AMENDMENTS** – The parties agree that all amendments, modifications, alterations or changes to the Contract shall be by mutual agreement, in writing, and signed by both parties. Any language to the contrary is deleted.

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Notwithstanding the foregoing, this Addendum can only be amended by (1) identifying the alterations to this form by using *italic* to identify language being added and ~~strike through~~ for language being deleted (do not use track-changes) and (2) having the Office of the West Virginia Attorney General's authorized representative expressly agree to and knowingly approve those alterations.

State: Department of Health and Human Services      Vendor: SAS Institute Inc.

By:

By:  Signed by:  
April Blanks  
B4553C40E8D1411...

Printed Name:

Printed Name: April Blanks

Title:

Title: Manager, Licensing Operations

Date:

Date: 27-Apr-2026 | 2:06 PM EDT



## Software as a Service Addendum

### 1. Definitions:

Acceptable alternative data center location means a country that is identified as providing equivalent or stronger data protection than the United States, in terms of both regulation and enforcement. DLA Piper's Privacy Heatmap shall be utilized for this analysis and may be found at <https://www.dlapiperdataprotection.com/index.html?t=world-map&c=US&c2=IN>.

Authorized Persons means the service provider's employees, contractors, subcontractors or other agents who have responsibility in protecting or have access to the public jurisdiction's personal data and non-public data to enable the service provider to perform the services required.

Data Breach means the unauthorized access and acquisition of unencrypted and unredacted personal data that compromises the security or confidentiality of a public jurisdiction's personal information and that causes the service provider or public jurisdiction to reasonably believe that the data breach has caused or will cause identity theft or other fraud.

Individually Identifiable Health Information means information that is a subset of health information, including demographic information collected from an individual, and (1) is created or received by a health care provider, health plan, employer or health care clearinghouse; and (2) relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (a) that identifies the individual; or (b) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

Non-Public Data means data, other than personal data, that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential by the public jurisdiction because it contains information that is exempt by statute, ordinance or administrative rule from access by the general public as public information.

Personal Data means data that includes information relating to a person that identifies the person by first name or first initial, and last name, and has any of the following personally identifiable information (PII): government-issued identification numbers (e.g., Social Security, driver's license, state identification card); financial account information, including account number, credit or debit card numbers; or protected health information (PHI).

Protected Health Information (PHI) means individually identifiable health information transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium. PHI excludes education records covered by the Family Educational Rights and Privacy Act (FERPA), as amended, 20 U.S.C. 1232g, records described at 20 U.S.C. 1232g(a)(4)(B)(iv) and employment records held by a covered entity in its role as employer.

Public Jurisdiction means any government or government agency that uses these terms and conditions. The term is a placeholder for the government or government agency.

Public Jurisdiction Data means all data created or in any way originating with the public jurisdiction, and all data that is the output of computer processing or other electronic manipulation of any data that was created by or in any way originated with the public jurisdiction, whether such data or output is stored on the public jurisdiction's hardware, the service provider's hardware or exists in any system owned, maintained or otherwise controlled by the public jurisdiction or by the service provider.

Public Jurisdiction Identified Contact means the person or persons designated in writing by the public jurisdiction to receive security incident or breach notification.

Restricted data means personal data and non-public data.

Security Incident means the actual unauthorized access to personal data or non-public data the service provider believes could reasonably result in the use, disclosure or theft of a public jurisdiction's unencrypted personal data or non-public data within the possession or control of the service provider. A security incident may or may not turn into a data breach.

Service Provider means the contractor and its employees, subcontractors, agents and affiliates who are providing the services agreed to under the contract.

Software-as-a-Service (SaaS) means the capability provided to the consumer to use the provider's applications running on a cloud infrastructure. The applications are accessible from various client devices through a thin-client interface such as a Web browser (e.g., Web-based email) or a program interface. The consumer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, storage or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.

**2. Data Ownership:** The public jurisdiction will own all right, title and interest in its data that is related to the services provided by this contract. The service provider shall not access public jurisdiction user accounts or public jurisdiction data, except (1) in the course of data center operations, (2) in response to service or technical issues, (3) as required by the express terms of this contract or (4) at the public jurisdiction's written request.

**3. Data Protection and Privacy:** Protection of personal privacy and data shall be an integral part of the business activities of the service provider to ensure there is no inappropriate or unauthorized use of public jurisdiction information at any time. To this end, the service provider shall safeguard the confidentiality, integrity and availability of public jurisdiction information and comply with the following conditions:

- a) The service provider shall implement and maintain appropriate administrative, technical and physical security measures to safeguard against unauthorized access, disclosure or theft of personal data and non-public data. In Appendix A,

the public jurisdiction shall indicate whether restricted information will be processed by the service provider. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the service provider applies to its own personal data and non-public data of similar kind. The service provider shall ensure that all such measures, including the manner in which personal data and non-public data are collected, accessed, used, stored, processed, disposed of and disclosed, comply with applicable data protection and privacy laws, as well as the terms and conditions of this Addendum and shall survive termination of the underlying contract.

- b) The service provider represents and warrants that its collection, access, use, storage, disposal and disclosure of personal data and non-public data do and will comply with all applicable federal and state privacy and data protection laws, as well as all other applicable regulations, policies and directives.
- c) The service provider shall support third-party multi-factor authentication integration with the public jurisdiction third-party identity provider to safeguard personal data and non-public data.
- d) If, in the course of its engagement by the public jurisdiction, the service provider has access to or will collect, access, use, store, process, dispose of or disclose credit, debit or other payment cardholder information, the service provider shall at all times remain in compliance with the Payment Card Industry Data Security Standard ("PCI DSS") requirements, including remaining aware at all times of changes to the PCI DSS and promptly implementing all procedures and practices as may be necessary to remain in compliance with the PCI DSS, in each case, at the service provider's sole cost and expense. All data obtained by the service provider in the performance of this contract shall become and remain the property of the public jurisdiction.
- e) All personal data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the service provider is responsible for encryption of the personal data.
- f) Unless otherwise stipulated, the service provider shall encrypt all non-public data at rest and in transit, in accordance with recognized industry practice. The public jurisdiction shall identify data it deems as non-public data to the service provider.
- g) At no time shall any data or process – that either belong to or are intended for the use of a public jurisdiction or its officers, agents or employees — be copied, disclosed or retained by the service provider or any party related to the service provider for subsequent use in any transaction that does not include the public jurisdiction.
- h) The service provider shall not use or disclose any information collected in connection with the service issued from this proposal for any purpose other than fulfilling the service.
- i) Data Location. For non-public data and personal data, the service provider shall provide its data center services to the public jurisdiction and its end users solely from data centers in the U.S. Storage of public jurisdiction data at rest shall be located solely in data centers in the U.S. The service provider shall not allow its personnel or contractors to store public jurisdiction data on portable devices, including personal computers, except for devices that are used and kept only at its

U.S. data centers. With agreement from the public jurisdiction, this term may be met by the service provider providing its services from an acceptable alternative data center location, which agreement shall be stated in Appendix A. The Service Provider may also request permission to utilize an acceptable alternative data center location during a procurement's question and answer period by submitting a question to that effect. The service provider shall permit its personnel and contractors to access public jurisdiction data remotely only as required to provide technical support.

**4. Security Incident or Data Breach Notification:** The service provider shall inform the public jurisdiction of any confirmed security incident or data breach.

- a) Incident Response: The service provider may need to communicate with outside parties regarding a security incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as defined by law or contained in the contract. Discussing security incidents with the public jurisdiction shall be handled on an urgent as-needed basis, as part of service provider communication and mitigation processes defined by law or contained in the contract.
- b) Security Incident Reporting Requirements: The service provider shall report a confirmed Security Incident as soon as practicable, but no later than twenty-four (24) hours after the service provider becomes aware of it, to: (1) the department privacy officer, by email, with a read receipt, identified in Appendix A; and, (2) unless otherwise directed by the public jurisdiction in the underlying contract, the WVOT Online Computer Security and Privacy Incident Reporting System at <https://apps.wv.gov/ot/ir/Default.aspx>, and (3) the public jurisdiction point of contact for general contract oversight/administration. The following information shall be shared with the public jurisdiction: (1) incident phase (detection and analysis; containment, eradication and recovery; or post-incident activity), (2) projected business impact, and, (3) attack source information.
- c) Breach Reporting Requirements: Upon the discovery of a data breach or unauthorized access to non-public data, the service provider shall immediately report to: (1) the department privacy officer, by email, with a read receipt, identified in Appendix A; and, (2) unless otherwise directed by the public jurisdiction in the underlying contract, the WVOT Online Computer Security and Privacy Incident Reporting System at <https://apps.wv.gov/ot/ir/Default.aspx>, and the public jurisdiction point of contact for general contract oversight/administration.

**5. Breach Responsibilities:** This section only applies when a data breach occurs with respect to personal data within the possession or control of the service provider.

- a) Immediately after being awarded a contract, the service provider shall provide the public jurisdiction with the name and contact information for an employee of service provider who shall serve as the public jurisdiction's primary security contact and shall be available to assist the public jurisdiction twenty-four (24) hours per day, seven (7) days per week as a contact in resolving obligations associated with a data breach. The service provider may provide this information in Appendix A.

- b) Immediately following the service provider's notification to the public jurisdiction of a data breach, the parties shall coordinate cooperate with each other to investigate the data breach. The service provider agrees to fully cooperate with the public jurisdiction in the public jurisdiction's handling of the matter, including, without limitation, at the public jurisdiction's request, making available all relevant records, logs, files, data reporting and other materials required to comply with applicable law and regulation.
- c) Within 72 hours of the discovery, the service provider shall notify the parties listed in 4(c) above, to the extent known: (1) date of discovery; (2) list of data elements and the number of individual records; (3) description of the unauthorized persons known or reasonably believed to have improperly used or disclosed the personal data; (4) description of where the personal data is believed to have been improperly transmitted, sent, or utilized; and, (5) description of the probable causes of the improper use or disclosure.
- d) The service provider shall (1) cooperate with the public jurisdiction as reasonably requested by the public jurisdiction to investigate and resolve the data breach, (2) promptly implement necessary remedial measures, if necessary, and prevent any further data breach at the service provider's expense in accordance with applicable privacy rights, laws and regulations and (3) document responsive actions taken related to the data breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.
- e) If a data breach is a direct result of the service provider's breach of its contract obligation to encrypt personal data or otherwise prevent its release, the service provider shall bear the costs associated with (1) the investigation and resolution of the data breach; (2) notifications to individuals, regulators or others required by state or federal law; (3) a credit monitoring service (4) a website or a toll-free number and call center for affected individuals required by state law — all not to exceed the average per record per person cost calculated for data breaches in the United States in the most recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute at the time of the data breach (or other similar publication if the named publication has not issued an updated average per record per cost in the last 5 years at the time of the data breach); and (5) complete all corrective actions as reasonably determined by service provider based on root cause. The service provider agrees that it shall not inform any third party of any data breach without first obtaining the public jurisdiction's prior written consent, other than to inform a complainant that the matter has been forwarded to the public jurisdiction's legal counsel and/or engage a third party with appropriate expertise and confidentiality protections for any reason connected to the data breach. Except with respect to where the service provider has an independent legal obligation to report a data breach, the service provider agrees that the public jurisdiction shall have the sole right to determine: (1) whether notice of the data breach is to be provided to any individuals, regulators, law enforcement agencies, consumer reporting agencies or others, as required by law or regulation, or otherwise in the public jurisdiction's discretion; and (2) the contents of such notice, whether any

type of remediation may be offered to affected persons, and the nature and extent of any such remediation. The service provider retains the right to report activity to law enforcement.

**6. Notification of Legal Requests:** The service provider shall contact the public jurisdiction upon receipt of any electronic discovery, litigation holds, discovery searches and expert testimonies related to the public jurisdiction's data under this contract, or which in any way might reasonably require access to the data of the public jurisdiction. The service provider shall not respond to subpoenas, service of process and other legal requests related to the public jurisdiction without first notifying the public jurisdiction, unless prohibited by law from providing such notice.

**7. Termination and Suspension of Service:**

- a) In the event of a termination of the contract, the service provider shall implement an orderly return of public jurisdiction data within the time period and format specified in the contract (or in the absence of a specified time and format, a mutually agreeable time and format) and after the data has been successfully returned, securely and permanently dispose of public jurisdiction data.
- b) During any period of service suspension, the service provider shall not take any action to intentionally erase any public jurisdiction data.
- c) In the event the contract does not specify a time or format for return of the public jurisdiction's data and an agreement has not been reached, in the event of termination of any services or agreement in entirety, the service provider shall not take any action to intentionally erase any public jurisdiction data for a period of:
  - 10 days after the effective date of termination, if the termination is in accordance with the contract period
  - 30 days after the effective date of termination, if the termination is for convenience
  - 60 days after the effective date of termination, if the termination is for cause

After such period, the service provider shall have no obligation to maintain or provide any public jurisdiction data and shall thereafter, unless legally prohibited, delete all public jurisdiction data in its systems or otherwise in its possession or under its control.

- d) The public jurisdiction shall be entitled to any post-termination assistance generally made available with respect to the services, unless a unique data retrieval arrangement has been established as part of the Contract.
- e) The service provider shall securely dispose of all requested data in all of its forms, such as disk, CD/ DVD, backup tape and paper, when requested by the public jurisdiction. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-approved methods. Certificates of destruction shall be provided to the public jurisdiction.

**8. Background Checks:** The service provider shall conduct criminal background checks in compliance with W.Va. Code §15-2D-3 and not utilize any staff to fulfill the obligations

of the contract, including subcontractors, who have been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or misdemeanor offense for which incarceration for up to 1 year is an authorized penalty. The service provider shall promote and maintain an awareness of the importance of securing the public jurisdiction's information among the service provider's employees and agents.

**9. Oversight of Authorized Persons:** During the term of each authorized person's employment or engagement by service provider, service provider shall at all times cause such persons to abide strictly by service provider's obligations under this Agreement and service provider's standard policies and procedures. The service provider further agrees that it shall maintain a disciplinary process to address any unauthorized access, use or disclosure of personal data by any of service provider's officers, partners, principals, employees, agents or contractors.

**10. Access to Security Logs and Reports:** The service provider shall provide reports to the public jurisdiction in CSV format agreed to by both the service provider and the public jurisdiction. Reports shall include user access (successful and failed attempts), user access IP address, user access history and security logs for all public jurisdiction files and accounts related to this contract. Upon execution of the contract, the State and service provider will mutually agree upon the form, content, and frequency of these reports.

**11. Data Protection Self-Assessment:** The service provider shall perform a Cloud Security Alliance STAR Self-Assessment by completing and submitting the "Consensus Assessments Initiative Questionnaire" to the Public Jurisdiction Identified Contact. The service provider shall submit its self-assessment to the public jurisdiction prior to contract award and, upon request, annually thereafter, on the anniversary of the date of contract execution. Any deficiencies identified in the assessment will entitle the public jurisdiction to disqualify the bid or terminate the contract for cause. Prior to termination of the contract, the State will notify service provider of the deficiencies and the parties will agree to a Management Action Plan to cure the deficiencies within thirty (30) days of discovery.

**12. Data Center Audit:** The service provider shall perform an audit of its data center(s) at least annually at its expense and provide a redacted version of the audit report upon request. The service provider may remove its proprietary information from the redacted version. A Service Organization Control (SOC) 2 audit report or approved equivalent sets the minimum level of a third-party audit. Any deficiencies identified in the report or approved equivalent will entitle the public jurisdiction to disqualify the bid or terminate the contract for cause.

**13. Change Control and Advance Notice:** The service provider shall give 30 days, advance notice (to the public jurisdiction of any upgrades (e.g., major upgrades, minor upgrades, system changes) that may impact service availability and performance. A major upgrade is a replacement of hardware, software or firmware with a newer or better version in order to bring the system up to date or to improve its characteristics.

**14. Security:**

- a) At a minimum, the service provider's safeguards for the protection of data shall include: (1) securing business facilities, data centers, paper files, servers, back-up

systems and computing equipment, including, but not limited to, all mobile devices and other equipment with information storage capability; (2) implementing network, device application, database and platform security; (3) securing information transmission, storage and disposal; (4) implementing authentication and access controls within media, applications, operating systems and equipment; (5) implementing appropriate personnel security and integrity procedures and practices, including, but not limited to, conducting background checks consistent with applicable law; and (6) providing appropriate privacy and information security training to service provider's employees.

- b) The service provider shall execute well-defined recurring action steps that identify and monitor vulnerabilities and provide remediation or corrective measures. Where the service provider's technology or the public jurisdiction's required dependence on a third-party application to interface with the technology creates a critical or high risk, the service provider shall remediate the vulnerability as soon as possible. The service provider must ensure that applications used to interface with the service provider's technology remain operationally compatible with software updates.
- c) Upon the public jurisdiction's written request, the service provider shall provide a high-level network diagram with respect to connectivity to the public jurisdiction's network that illustrates the service provider's information technology network infrastructure.

**15. Non-disclosure and Separation of Duties:** The service provider shall enforce separation of job duties, require commercially reasonable non-disclosure agreements, and limit staff knowledge of public jurisdiction data to that which is absolutely necessary to perform job duties.

**16. Import and Export of Data:** The public jurisdiction shall have the ability to securely import, export or dispose of data in standard format in piecemeal or in entirety at its discretion without interference from the service provider. This includes the ability for the public jurisdiction to import or export data to/from other service providers identified in the contract (or in the absence of an identified format, a mutually agreeable format).

**17. Responsibilities:** The service provider shall be responsible for the acquisition and operation of all hardware, software and network support related to the cloud services being provided. The technical and professional activities required for establishing, managing and maintaining the environments are the responsibilities of the service provider.

**18. Subcontractor Compliance:** The service provider shall ensure that any of its subcontractors to whom it provides any of the personal data or non-public data it receives hereunder, or to whom it provides any personal data or non-public data which the service provider creates or receives on behalf of the public jurisdiction, agree to the restrictions, terms and conditions which apply to the service provider hereunder.

**19. Right to Remove Individuals:** The public jurisdiction shall have the right at any time to require that the service provider remove from interaction with public jurisdiction any

service provider representative who the public jurisdiction believes is detrimental to its working relationship with the service provider. The public jurisdiction shall provide the service provider with notice of its determination, and the reasons it requests the removal. If the public jurisdiction signifies that a potential security violation exists with respect to the request, the service provider shall immediately remove such individual. The service provider shall not assign the person to any aspect of the contract without the public jurisdiction's consent.

**20. Business Continuity and Disaster Recovery:** The service provider shall provide a business continuity and disaster recovery plan executive summary upon request. Lack of a plan will entitle the public jurisdiction to terminate this contract for cause.

**21. Compliance with Accessibility Standards:** The service provider shall comply with and adhere to Accessibility Standards of Section 508 Amendment to the Rehabilitation Act of 1973.

**22. Web Services:** The service provider shall use web services exclusively to interface with the public jurisdiction's data in near real time when possible.

**23. Encryption of Data at Rest:** The service provider shall ensure hard drive encryption consistent with validated cryptography standards as referenced in FIPS 140-2, Security Requirements for Cryptographic Modules for all personal data.

**24. Subscription Terms:** Service provider grants to a public jurisdiction a license to:

- a. Access and use the service for its business purposes;
- b. For SaaS, use underlying software as embodied or used in the service; and
- c. View, copy, upload, download (where applicable), and use service provider's documentation.

**25. Equitable Relief:** Service provider acknowledges that any breach of its covenants or obligations set forth in Addendum may cause the public jurisdiction irreparable harm for which monetary damages would not be adequate compensation and agrees that, in the event of such breach or threatened breach, the public jurisdiction is entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance and any other relief that may be available from any court, in addition to any other remedy to which the public jurisdiction may be entitled at law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available at law or in equity, subject to any express exclusions or limitations in this Addendum to the contrary.

Version 11-1-19

Exhibit A-2

AGREED:

Name of Agency: Dept. of Human Services

Name of Vendor: SAS Institute Inc.

Signature: *Chris Mull*

Signature: Signed by: *April Blanks*  
8835C-4EE8D7411

Title: Acting Cabinet Secretary

Title: Manager, Licensing Operations

Date: 5-1-26

Date: 27-Apr-2026 | 2:06 PM EDT



Exhibit A-2

Appendix A

(To be completed by the Agency's Procurement Officer prior to the execution of the Addendum, and shall be made a part of the Addendum. Required information not identified prior to execution of the Addendum may only be added by amending Appendix A and the Addendum, via Change Order.)

Name of Service Provider/Vendor: SAS Institute, Inc

Name of Agency: WV Department of Human Services

Agency/public jurisdiction's required information:

1. Will restricted information be processed by the service provider?  
Yes   
No
2. If yes to #1, does the restricted information include personal data?  
Yes   
No
3. If yes to #1, does the restricted information include non-public data?  
Yes   
No
4. If yes to #1, may the service provider store public jurisdiction data in a data center in an acceptable alternative data center location, which is a country that is not the U.S.?  
Yes   
No
5. Provide name and email address for the Department privacy officer:  
Name: Chris Snyder  
Email address: chris.s.snyder@wv.gov

Vendor/Service Provider's required information:

6. Provide name and contact information for vendor's employee who shall serve as the public jurisdiction's primary security contact:  
  
Name: Cathy Smith  
Email address: cathy.smith@sas.com  
Phone number: (919) 531-1351