

## AMENDMENT #1

### Contract #000000000000000000021430

This is an Amendment to the Contract (the "Contract") entered into by and between the Indiana Department of Administration (the "State") and Carahsoft Technology Corporation (the "Contractor") approved on August 01, 2017.

In consideration of the mutual undertakings and covenants hereinafter set forth, the parties agree as follows:

1. This Contract is hereby extended for an additional period of two (2) years. It shall terminate on July 31, 2021.
2. The Contract is amended by adding the following, attached hereto and incorporated herein:
  - **Exhibit D** – HIPAA Business Associate Addendum

**All matters set forth in the original Contract and not affected by this Amendment shall remain in full force and effect.**

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**Non-Collusion and Acceptance**

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Contractor, or that the undersigned is the properly authorized representative, agent, member or officer of the Contractor. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Amendment other than that which appears upon the face hereof. Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Amendment, the Contractor attests to compliance with the disclosure requirements in IC § 4-2-6-10.5.

**Agreement to Use Electronic Signatures**

I agree, and it is my intent, to sign this Contract by accessing State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Contract to the State of Indiana. I understand that my signing and submitting this Contract in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Contract and this affirmation. I understand and agree that by electronically signing and submitting this Contract in this fashion I am affirming to the truth of the information contained therein. I understand that this Contract will not become binding on the State until it has been approved by the Department of Administration, the State Budget Agency, and the Office of the Attorney General, which approvals will be posted on the Active Contracts Database:

[https://hr85.gmis.in.gov/psp/pa91prd/EMPLOYEE/EMPL/h/?tab=PAPP\\_GUEST](https://hr85.gmis.in.gov/psp/pa91prd/EMPLOYEE/EMPL/h/?tab=PAPP_GUEST)

**In Witness Whereof**, Contractor and the State have, through their duly authorized representatives, entered into this Amendment. The parties, having read and understood the foregoing terms of this Amendment, do by their respective signatures dated below agree to the terms thereof.

Carahsoft Technology Corporation

Indiana Department of Administration

By: *Kristina Smith*

By: *John E. Helmer IV*

Title: Director, Contracts

Title: Senior Account Manager

Date: 5/29/19

Date: 05/29/2019

<p>Electronically Approved by: Indiana Office of Technology</p> <p>By: _____ (for) Deward Neely, Chief Information Officer <i>Refer to Electronic Approval History found after the final page of the Executed Contract for details.</i></p>	<p>Electronically Approved by: Department of Administration</p> <p>By: _____ (for) Lesley A. Crane, Commissioner <i>Refer to Electronic Approval History found after the final page of the Executed Contract for details.</i></p>
<p>Electronically Approved by: State Budget Agency</p> <p>By: _____ (for) Jason D. Dudich, Director <i>Refer to Electronic Approval History found after the final page of the Executed Contract for details.</i></p>	<p>Electronically Approved as to Form and Legality: Office of the Attorney General</p> <p>By: _____ (for) Curtis T. Hill, Jr., Attorney General <i>Refer to Electronic Approval History found after the final page of the Executed Contract for details.</i></p>



## EXHIBIT D

### HIPAA BUSINESS ASSOCIATE ADDENDUM

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This HIPAA Business Associate Addendum (this “**Addendum**”) is made a part of, and incorporated into, the Agreement. The purpose of this Addendum is to implement certain of the requirements of the Health Insurance Portability and Accountability Act of 1996 and the rules and regulations promulgated thereunder as supplemented and amended by the requirements of Subtitle D of the Health Information Technology for Economic and Clinical Health (HITECH) Act provisions of the American Recovery and Reinvestment Act of 2009 and the rules and regulations promulgated thereunder (collectively, “**HIPAA**”). The parties acknowledge that those regulations include both the federal privacy regulations, as amended from time to time, issued pursuant to HIPAA and codified at 45 CFR Parts 160 and 164 (Subparts A & E) (the “**Privacy Rule**”) and the federal security regulations, as amended from time to time, issued pursuant to HIPAA and codified at 45 CFR Parts 160 and 164 (Subparts A & C) (the “**Security Rule**”).

In the course of providing those Services branded by SFDC as Force.com, Site.com, Database.com, Sales Cloud, Service Cloud, Field Service Lightning, Communities, Chatter, Salesforce Mobile app, Health Cloud, Einstein Analytics, IoT Explorer, Live Agent, Surveys, and ExactTarget (collectively, the “**Covered Services**”) to Customer pursuant to the Agreement, SFDC may, on behalf of Customer, receive, maintain or transmit information entered into the Covered Services as Customer Data that constitutes Protected Health Information, as defined in 45 CFR §160.103 (“**PHI**”), and as a result may, for certain purposes and under certain circumstances, be deemed a Business Associate, as such term is defined in 45 CFR §160.103, under HIPAA. “Documentation” means SFDC’s online user guides, documentation, and help and training materials, as updated from time to time, accessible via help.salesforce.com or login to the applicable Services. For clarity, Customer acknowledges that neither SFDC nor its Subcontractors “create” Protected Health Information in the provision of the Covered Services. This Addendum governs Customer’s and SFDC’s respective responsibilities with respect to such PHI to the extent SFDC acts as a Business Associate to Customer, including SFDC’s Use and Disclosure of PHI, as such terms are defined in 45 CFR §160.103. A capitalized term not defined herein shall have the meaning ascribed to that term in the Agreement, or, if any such term has no meaning ascribed in the Agreement, then such term shall have the meaning ascribed to it under HIPAA.

Accordingly, the parties agree as follows:

1. **Use and Disclosure of PHI by Customer.** Customer shall Use and Disclose PHI only as permitted by HIPAA. Customer shall not authorize, request or require SFDC to Use or Disclose PHI in any manner that would violate HIPAA if the Use or Disclosure were carried out by Customer except as permitted under HIPAA and set forth in this Addendum. Customer will not agree to any restriction requests or place any restrictions in any notice of privacy practices that would cause SFDC or one of its Subcontractors to violate this Addendum or any applicable law.
2. **Use and Disclosure of PHI by SFDC.** SFDC shall Use or Disclose PHI only in the manner and for the purposes set forth in this Addendum or in accordance with the Agreement and not in any other manner or for any other purposes. Without limiting the generality of the foregoing, Customer hereby authorizes SFDC to do the following:
  - (i) Use and Disclose PHI as necessary to provide the Covered Services, to prevent or address service or technical problems and, to perform customer support services to Customer;
  - (ii) Use and Disclose PHI as Required by Law; and
  - (iii) Use and Disclose PHI as necessary for the proper management and administration of SFDC and to carry out the legal responsibilities of SFDC.

- 3. Protection of PHI.** In connection with its receipt, maintenance or transmission of PHI on behalf of Customer, SFDC agrees to do the following:
- (i) in accordance with 45 CFR § 164.502(e)(1), SFDC may disclose PHI to Subcontractors and such Subcontractors shall have the rights to Use and Disclose PHI pursuant the agreement between SFDC and each Subcontractor, provided that SFDC shall ensure that any Subcontractors that receive, maintain or transmit PHI on behalf of SFDC agree to restrictions and conditions no less restrictive than those that apply to SFDC in this Addendum with respect to such PHI;
  - (ii) use appropriate administrative, technical and physical safeguards, and comply, where applicable, with the Security Rule with respect to any PHI that constitutes Electronic Protected Health Information, to prevent Use or Disclosure of PHI other than as provided for by this Addendum; and
  - (iii) to the extent SFDC carries out the Customer's obligations under the Privacy Rule, if applicable, comply with the requirements of the Privacy Rule that apply to the Customer in the performance of those obligations; notwithstanding the foregoing, the parties acknowledge that, under the Agreement and this Addendum, unless otherwise agreed upon by the parties in writing, SFDC has no obligations to carry out any of Customer's obligations under the Privacy Rule.
- 4. Breach Notification.**
- (i) SFDC shall report to Customer any Use or Disclosure of PHI not provided for in this Addendum of which SFDC becomes aware, including any Breach of Unsecured Protected Health Information in accordance with 45 CFR § 164.410. SFDC shall provide to the Customer all information required by 45 CFR § 164.410(c) to the extent known and provide any additional available information reasonably requested by Customer for purposes of investigating the Breach as required by HIPAA. For purposes of this Addendum, "**Breach**" means the acquisition, access, Use or Disclosure of PHI in a manner not permitted by the Privacy Rule that compromises the security or privacy of the PHI as defined, and subject to the exclusions set forth, in 45 CFR § 164.402.
  - (ii) SFDC shall be required to report to Customer, without unreasonable delay, only successful Security Incidents pertaining to PHI of which SFDC becomes aware. SFDC hereby provides Customer with notice in this Section 4(ii) of the ongoing existence and occurrence of attempted but unsuccessful Security Incidents, which include, but are not limited to, pings and other broadcast attacks on SFDC's firewall, port scans, unsuccessful log-in attempts, denials of service attacks and any combination of the above, so long such incidents do not result in unauthorized access, Use or Disclosure of PHI. The parties agree that no further notice of unsuccessful Security Incidents is required.
- 5. Access by HHS.** SFDC shall make its internal practices, books and records relating to the Use and Disclosure of PHI available to the Secretary of the United States Department of Health and Human Services for purposes of determining Customer's compliance with HIPAA.
- 6. Individual Access Requests.** SFDC shall forward to Customer any requests SFDC receives from an Individual for access to the Individual's PHI that is entered in the Covered Services by Customer to which Customer shall respond in accordance with the requirements of 45 CFR § 164.524. The parties agree that, by virtue of providing the Covered Services, SFDC will make available to Customer all PHI that is entered in the Covered Services by Customer, including PHI about an Individual, to facilitate Customer's compliance with the requirements of 45 CFR § 164.524.
- 7. Individual Amendment Requests.** Customer shall be exclusively responsible for responding to all requests by Individuals for amendment to their PHI in accordance with HIPAA. The parties agree that, by virtue of providing the Covered Services, SFDC will make available to Customer all PHI that is entered in the Covered Services by Customer, including any PHI required to be made available for amendment in accordance with 45 CFR § 164.526, in a manner that allows the Customer to reasonably incorporate any amendments to the PHI in accordance with 45 CFR § 164.526.

8. **Individual Accounting Requests.** SFDC shall in accordance with and as required by 45 CFR § 164.504(e)(2) document Disclosures of PHI made by SFDC and maintain information related to such Disclosures. SFDC shall make related information reasonably available to Customer to assist Customer with complying with its legal obligations under 45 CFR § 164.528 and with responding to requests by Individuals for an accounting of Disclosures of their respective PHI.
9. **Termination.** Upon request by Customer made in accordance with the terms of the Agreement after the effective date of termination or expiration of the Agreement, SFDC will make the Customer Data submitted to the Covered Services available to Customer for return, export, or download as provided in the Documentation. SFDC will otherwise have no obligation to maintain or provide any Customer Data, and will delete, overwrite, or destroy all copies of Customer Data in its systems or otherwise in its possession or control as provided in the Documentation, unless legally prohibited. If return or destruction of Customer Data that constitutes PHI is not feasible, SFDC shall extend the confidentiality and security protections of this Addendum to that Customer Data and limit further Uses and Disclosures of such Customer Data to those purposes that make the return or destruction of the Customer Data infeasible.
10. **Non-Compliance.** In the event either party becomes aware that the other party has engaged in a pattern of activity or practice that constitutes a material breach or violation of this Addendum, the non-breaching party may request in writing that the breaching party cure the breach or violation. If the breach or violation is not cured within 30 days of the written notice, the non-breaching party may terminate this Addendum and the Agreement.
11. **Amendment.** The parties shall take such action as is necessary to amend the Agreement and this Addendum from time to time as is necessary for the parties to comply with changes to the rules and regulations under HIPAA. If the parties cannot agree as to a necessary amendment, either party may terminate the Agreement and this Addendum with 30 days prior written notice to the other party.
12. **Interpretation.** Any ambiguity in this Addendum shall be resolved to permit the parties to comply with HIPAA.
13. **Other Laws.** As applicable, Customer is subject to State of Indiana laws, 42 CFR Part 2, and other federal laws governing the use and disclosure of protected client information. Salesforce will comply with Federal and State laws as applicable to its provision of Services under this Agreement.

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**Electronic Approval History**

	<b>User ID</b>	<b>Approver Name</b>	<b>Datetime</b>	<b>Description</b>
1	M292915	Kent,Matthew	05/29/2019 3:07:42PM	Agency Fiscal Approval
2	T219549	Messer,Terri	05/29/2019 3:16:25PM	IOT Approval
3	J210634	Snethen,John D	05/29/2019 4:09:51PM	IDOA Legal Approval
4	M338303	Wolf,Matthew	06/04/2019 9:28:54AM	SBA Approval
5	Z220413	Jackson,Zachary Q	06/06/2019 11:32:00AM	SBA Approval
6	M338811	Skarbeck,Molly H	06/07/2019 10:28:42AM	Attorney General Approval
7	S210690	Gard,Susan W	06/07/2019 11:02:20AM	Attorney General Approval