

**EXECUTIVE DOCUMENT SUMMARY**

Instructions for completing the EDS and the Contract process.

1. Please read the guidelines on the back of this form.
2. Please type all information.
3. Check all boxes that apply.
4. For amendments / renewals, attach original contract.
5. Attach additional pages if necessary.

1. EDS Number: A27-23-008		2. Date prepared: 7/1/22	
3. CONTRACTS & LEASES			
<input type="checkbox"/> Professional/Personal Services <input type="checkbox"/> Grant <input type="checkbox"/> Lease <input type="checkbox"/> Attorney <input checked="" type="checkbox"/> MOU <input type="checkbox"/> QPA		<input type="checkbox"/> Contract for procured Services <input type="checkbox"/> Maintenance <input type="checkbox"/> License Agreement <input type="checkbox"/> Amendment # _____ <input type="checkbox"/> Renewal # _____ <input type="checkbox"/> Other _____	
FISCAL INFORMATION			
4. Account Number: 10380		5. Account Name: General Fund	
6. Total amount this action: N.T.E. \$30,000.00		7. New contract total: N.T.E. \$30,000.00	
8. Revenue generated this action: N/A		9. Revenue generated total contract: N/A	
10. New total amount for each fiscal year: Year 2023 \$ 15,000.00 Year _____ \$ _____ Year 2024 \$ \$15,000.00 Year _____ \$ _____ Year _____ \$ _____ Year _____ \$ _____ Year _____ \$ _____ Year _____ \$ _____ Year _____ \$ _____ Year _____ \$ _____			
TIME PERIOD COVERED IN THIS EDS			
11. From (month, day, year): 7/1/2022		12. To (month, day, year): 6/30/2024	
13. Method of source selection: <input checked="" type="checkbox"/> Negotiated <input type="checkbox"/> Bid/Quotation <input type="checkbox"/> Emergency <input type="checkbox"/> Special Procurement <input type="checkbox"/> RFP # _____ <input type="checkbox"/> Other (specify) _____			
35. Will the attached document involve data processing or telecommunications systems(s)?		<input type="checkbox"/> Yes: IOT or Delegate has signed off on contract	
36. Statutory Authority (Cite applicable Indiana or Federal Codes): IC 4-5-10-1			
37. Description of work and justification for spending money. (Please give a brief description of the scope of work included in this agreement.) Intra agency transfer of online real estate license transfer transaction fees (from the Secretary of State to Professional Licensing Agency) to support web hosting and online services.			
38. Justification of vendor selection and determination of price reasonableness: N/A			
39. If this contract is submitted late, please explain why: (Required if more than 30 days late.) This MOU was developed and approved prior to July 2022, but was not circulated due to staffing and election administration issues.			
40. Agency fiscal officer or representative approval <i>Rachel H. H. H. H.</i>		41. Date Approved 11/16/2022	
44. Attorney General's Office approval		45. Date Approved	
46. Agency representative receiving from AG		47. Date Approved	

AGENCY INFORMATION

14. Name of agency:

Secretary of State

15. Requisition Number:

16. Address:

**200 W. Washington St. Room 201
Indianapolis, IN 46204**

AGENCY CONTACT INFORMATION

17. Name:

Jerold A. Bonnet, General Counsel

18. Telephone #:

317-232-653419. E-mail address **jbonnet@sos.in.gov**

COURIER INFORMATION

20. Name:

Jerold A. Bonnet

21. Telephone #:

317-232-653422. E-mail address: **jbonnet@sos.in.gov**

VENDOR INFORMATION

23. Vendor ID Number:

IN Professional Licensing Agency24. Name: **Maureen Bennett, Controller**

25. Telephone #:

317-234-198326. Address: **402 W. Washington St. Room W072
Indianapolis, IN 46204**27. E-mail address: **mbennett@pla.in.gov**28. Is the vendor registered with the Secretary of State? (Out of State Corporations, must be registered) ☐ Yes ☒ No
 29. Primary Vendor: M/WBE/IN-Veteran
 Minority: ☐ Yes ☐ No
 Women: ☐ Yes ☐ No
 IN-Veteran: ☐ Yes ☐ No

 30. Primary Vendor Percentages:
 _____ %

 31. Sub Vendor: M/WBE/IN-Veteran
 Minority: ☐ Yes ☐ No
 Women: ☐ Yes ☐ No
 IN-Veteran: ☐ Yes ☐ No

 32. If yes, list the %:
 Minority: _____ %
 Women: _____ %
 IN-Veteran: _____ %

 33. Is there Renewal Language in the document?
☐ Yes ☒ No

 34. Is there a "Termination for Convenience" clause in the document? ☒ Yes ☐ No

MEMORANDUM OF UNDERSTANDING

EDS #A27-23-008

This interagency Memorandum of Understanding (MOU) is entered into by and between the **Indiana Professional Licensing Agency (hereinafter referred to as "IPLA")**, an instrumentality of the State pursuant to IC 25-1-6 et. seq., and the **Indiana Secretary of State (hereinafter referred to as "SOS")**, an official elected office established by the Indiana Constitution. This Agreement is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

1. Purpose of the Agreement

The Indiana Secretary of State has developed a Business One Stop/INBiz ("BOS/INBiz") initiative to reduce the complexity for businesses and licensed professionals to interact with the State of Indiana and to more efficiently and effectively meet the various requirements of the State. The BOS/INBiz will provide one portal for businesses and certain licensed professions within the State to register with the State's various agencies, maintain their profile, submit required reporting, and obtain license and renewals. IPLA is an active partner in the development of this initiative.

The SOS will provide financial assistance to IPLA for unrealized online transaction revenue as a result of shifting web hosting and transaction processing for ***Online Real Estate License Transfers*** from Indiana Office of Technology/Indiana Interactive ("IOT/II") to the BOS/INBiz platform.

2. Consideration

SOS will provide funding to reimburse IPLA for unrealized ***Online Real Estate License Transfer*** transaction revenue as a result of shifting web hosting and online real estate transfers and other online applications from IOT/II to the BOS/INBiz platform at the fixed rate of **Four Dollars (\$4.00)** per completed ***Online Real Estate License Transfer*** transaction in which a fee is collected. Total reimbursements under this MOU shall not exceed **Thirty Thousand (\$30,000.00)**.

3. General Terms

- a. This MOU shall be effective for a period beginning July 01, 2022 and ending upon completion of the project or no later than June 30, 2024.
- b. SOS and IPLA may agree from time to time on changes to this agreement. Such modifications, if any, shall be in writing and shall become part of this agreement when properly executed by both parties.

- c. If at any time prior to the termination date of this agreement, either party determines that cause exists for termination of the agreement; it shall be terminated with thirty (30) days written notice to the other party.
- d. Funds shall be provided from SOS to IPLA in accordance with all fiscal policies and procedures of the State of Indiana.
- e. A monthly invoice will be generated based on analysis of transaction historical and current on-line transaction history and submitted to SOS for reimbursement.
- f. IPLA will provide to the INBiz/BOS Project Management Office (PMO) monthly reports prior to monthly invoice submission.

5. Confidentiality of Data

- a. Information related to the unemployment insurance program, as specifically set forth in IC 22-4-19-6, is confidential (the "Confidential Information").
- b. The SOS will use care in protecting the Confidential Information from unauthorized access, misuse, theft, damage, destruction, modification and disclosure.
- c. The SOS will immediately report to IPLA any unauthorized access, misuse, theft, damage, destruction, modification or disclosure with respect to the Confidential Information.
- d. The SOS agrees to instruct all SOS personnel with access to the Confidential Information regarding the confidential nature of the information, the requirements of this Agreement, and the sanctions specified at IC 22-4-19-6 against unauthorized disclosure of information covered by this Agreement.
- e. The SOS agrees to store any hard or electronic copies of the Confidential Information in a place physically secure from access by unauthorized persons. Precautions shall be taken to ensure that only authorized personnel are given access to disclosed information stored in computer systems.
- f. In compliance with the IPLA's legal authority to direct such disposal, the SOS agrees to dispose of any Confidential Information disclosed or obtained, and any copies thereof made, after the purpose for which the Confidential Information is disclosed or obtained is served, except for disclosed information possessed by a court.
- g. The SOS understands that it must follow all security policies set forth by the Indiana Office of Technology (IOT) Information Security Framework published at http://www.in.gov/iot/files/Information_Security_Framework.pdf and IPLA established procedures and protocols.

- h. The SOS agrees to permit IPLA to make onsite inspections at the location where the SOS's computer files and other records are kept and used by the SOS for purposes of this Agreement to verify that the above requirements of state and federal laws and regulations are being met.

6. Funding Cancellation

When the Director of the State Budget Agency (SBA) makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Agreement, this Agreement shall be cancelled. A determination by the Director of the SBA that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

7. Reporting

Regular contacts will be maintained between IPLA and SOS during the term of this agreement to resolve any issues that may develop.

In Witness Whereof, SOS and IPLA have through their duly authorized representatives, entered into this agreement. The parties having read and understand the foregoing terms of this MOU do by their respective signatures dated below hereby agree to the terms thereof.

Indiana Secretary of State


Rachel Hoffmeyer, Deputy Secretary of State

11/16/2022
Date

Indiana Professional Licensing Agency


Deborah Frye, Executive Director

11/21/2022
Date

State Budget Agency

 (for)
Zachary Q. Jackson, Director

12/5/22
Date