

47. Date Approved

**Memorandum of Understanding
Between the Indiana Secretary of State (SOS)
and Indiana Professional Licensing Agency (IPLA)**

This Memorandum of Understanding (MOU) is entered into by and between the Office of Indiana Secretary of State and the Indiana Professional Licensing Agency (IPLA).

WHEREAS, SOS has established a need for automation of its Notary and Licensing Integration Programs -

WHEREAS, IPLA has in place a full Information Technology (IT) licensing support staff and a complete licensing system consisting of three integrated pieces: 1) MyLicense Office (MLO) that handles all back office licensing functions, 2) eGov – the internet module that allows applicants and licensees to renew licenses and apply for licensure and 3) eVerification which is the web module that allows the public to verify license status and information: -

WHEREAS, the software licenses for MyLicense Office, eGov and eVerification allow IPLA to share the products and licensing maintenance: -

WHEREAS, a working relationship between SOS and IPLA will allow SOS to take advantage of the resources and skill sets already in place, leveraging State assets such as software, hardware and skills: -

WHEREAS, this relationship will save SOS the expense of purchasing its own system, eliminate development and infrastructure expense, eliminate the need to maintain its own IT licensing support staff and share on-going operational expenses: and -

WHEREAS, IPLA and SOS wish to enter into an agreement that will provide for such an on-going relationship.

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, the parties hereby agree as follows:

I. PURPOSE

The purpose of this MOU is to define the conditions and terms for an agreement between SOS and IPLA for the on-going administration of the State enterprise licensing systems.

II. PROVISIONS

- a.) IPLA, as administrator, will provide full use of the enterprise licensing system products known as MyLicense Office (referred to as MLO), eGov (web application) and eVerification (public verification web application) and access to functionality as covered in software and maintenance agreements between IPLA and the licensing software vendor – System Automation. In general, the ongoing relationship with the software vendor will be managed by IPLA. The software vendor bills IPLA directly for maintenance costs.
- b.) IPLA will provide IT Staff support as needed to maintain the system on-going, oversee the table maintenance and setup functions in the enterprise database, set up new license types as needed, help with any other related setup, assist with developing print templates and forms, prepare for

web and manual renewals as needed, update MyLicense web pages and provide other assistance and trouble-shooting when the need arises. IPLA will retain overall administrative control over the licensing application and will coordinate with all users when system maintenance is required.

- c.) IPLA will coordinate with the licensing software vendor and the Indiana Office of Technology (IOT) for version upgrades and infrastructure support and will be the contact for helpdesk issues with those parties as needed.
- d.) IPLA and IOT will provide licensing infrastructure (hosted on IOT servers in the network Protected Zone) including the application servers, database servers, multi-site high availability disaster recovery, networks, IOT database administrators, server administrators, network administrators and full infrastructure support. All infrastructure costs for the licensing system are billed from IOT to IPLA.
- e.) IPLA will provide routine MLO printing support, – including forms setup, enterprise custom forms, paper, envelopes, per print image charges, and postage. Printing support includes licenses, renewal and other notices that are generated through daily operation of the licensing system.
- f.) IPLA will process and balance any web based renewals in MLO. IPLA accounting staff will disburse the online payments collected to SOS accounts using the Encompass financial system each business day.
- g.) IPLA will manage MLO accounts setting up new users and deactivating accounts as needed per state security guidelines.
- h.) Subject to the feasibility of the request and IPLA staff availability, IPLA will create and set up new system reports as needed that can be accessed by SOS through the licensing system. The software tool used is called Crystal Reports and is not required to be obtained by SOS. SOS will continue to have access to standard reports and Crystal Reports created under past agreements and MOUs entered into between the agencies.
- i.) IPLA in cooperation with IOT will ensure appropriate Security, Data Storage and Backup Standards are implemented. IPLA also ensures against data loss via implementation of Multi-Site High Availability (MHA) Disaster Recover to make sure all licensing functions can be back online as fast as possible in the event of a disaster or outage.
- j.) Any issues that arise not specifically addressed will be jointly reviewed and agreed upon between IPLA and SOS.

III. CONSIDERATION

- a.) Payment. SOS will reimburse IPLA for costs associated with their use of IPLA's enterprise licensing applications and databases, for routine printing, for infrastructure equipment and support, software maintenance and the services listed in Section II. The rate is \$5,000 per month. The costs reflect SOS's share based on number of licenses, license types, prior printing history, web services, disaster recovery and support and will be reviewed biannually.

IPLA will process an InterUnit General Ledger entry in the Encompass financial system for reimbursement in accordance with State Accounting Guidelines. The entry will include the appropriate fund numbers and budget year.

Upon receipt and review of the inter-agency journal entry, SOS will approve the transaction and agrees to transfer funds to a fund designated by IPLA. The Auditor of State will transfer funds from SOS to IPLA as designated in the approved journal entry. The Controller or financial representative from both agencies will be the points of contact for any payment issues.

IPLA will have ninety (90) days beyond the expiration of this MOU to submit a final inter-agency journal entry for payment against this agreement. Any request for payment received thereafter will not be reimbursed by SOS.

- b.) IPLA will be responsible for all calls answered by the INBiz call center that are IPLA specific. SOS will introduce a prompt, which will directly call a certain IPLA number for licensing questions. This InBiz prompt will also distinguish between Licensing, Notary, and In-Biz call types to ensure that IPLA does not receive Notary or In-Biz related questions. Selecting the prompt will result in calls being routed to IPLA for answer, and will not result in a charge.
- c.) IPLA will reimburse SOS for licensing call costs that result when a caller bypasses the message prompt, which later requires a transfer from either the INBiz call center or Netfor to IPLA. Reimbursement will take the form of a journal entry deduction. SOS and IPLA agree that effective sixty (60) days after the launch of InBiz/IPLA Licensing Integration, SOS may deduct from the SOS monthly IPLA Real Estate Transfer (RET) reimbursement for these calls at a \$4.65 call rate, with the reimbursement deduction not to exceed \$999.75 per month covering a maximum of 215 calls.
- d.) SOS and IPLA cannot commit to funding future enhancements and/or change orders for IPLA Real Estate Transfer (RET) or the INBiz/IPLA Licensing Integration. SOS will cover IPLA Real Estate Transfer (RET) and INBiz/IPLA Licensing Integration on-going maintenance costs.
- e.) Special Requests. SOS is responsible for any out-of-scope IPLA IT staff time for special requests and IOT charges that are exclusively for SOS's benefit, including but not limited to special projects that may arise. The parties will agree in advance to any costs associated with the fulfillment of any special requests.

IV. TERM

This MOU shall become effective July 1, 2022 and shall remain in effect through June 30, 2024. Terms for renewal will be reviewed and agreed upon by the parties prior to expiration. Subsequent renewals of this MOU could provide for an increase in the cost of services.

V. MODIFICATION AND TERMINATION

- a.) The parties may modify, terminate or renew this agreement consistent with applicable law and respective agency policy.
- b.) Modification to this MOU may be made at any time, but shall be made only upon mutual written agreement of the parties.
- c.) Termination may occur upon six (6) months written notice to the other party. If SOS terminates the MOU, then they will be responsible for any data archiving or conversion required to remove the Aide Registry program data from the system, with IPLA's cooperation. Whereas, if IPLA terminates the MOU, then IPLA will be responsible for any data archiving or conversion required to remove the data from the system (while meeting data preservation and integrity requirements) and provide this data in a timely manner.

VI. FUNDING CANCELLATION

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

VII. NOTICE TO PARTIES

Whenever any notice, statement, or other communication is required under this MOU:

Notices to IPLA shall be sent to:

Maureen Bennett, Controller
Indiana Professional Licensing Agency
402 West Washington Street, Room W072
Indianapolis, IN 46204
Phone: (317) 234-1983
Email: mbennett@PLA.in.gov

IPLA Billing Questions shall be directed to:

Maureen Bennett, Controller
Indiana Professional Licensing Agency
402 West Washington Street, Room W072
Indianapolis, IN 46204
Phone: (317) 234-1983
Email: mbennett@PLA.in.gov

Notices to SOS shall be sent to:

Rebecca Longfellow
Director of Business Services
Office of Indiana Secretary of State
302 W. Washington Street Rm E018
Indianapolis, IN 46204
Phone: (317) 232-6583
Email: rlongfellow@sos.in.gov

SOS Billing Questions shall be directed to:

Christina Stanton
Financial Officer
Office of Indiana Secretary of State
302 W. Washington Street
Indianapolis, IN 46204
Phone: (317) 232-6593
Email: cstanton@sos.in.gov

Notices to SOS shall be sent to:

Wade Knotts
Director, Information Technology
Office of Indiana Secretary of State
302 W. Washington St Rm E018
Indianapolis, IN 46204
Phone: (317)232-6584
Email: WKnotts@sos.in.gov

VIII. SIGNATURES

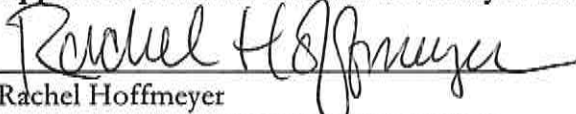
In witness whereof, IPLA and SOS have through duly authorized representatives, entered into this agreement and do by their respective signatures dated below, hereby agree to the terms thereof.

Approved Indiana Professional Licensing Agency:


Deborah J. Frye
Executive Director

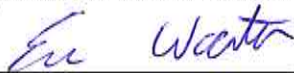
Date: 11/21/2022

Approved Office of Indiana Secretary of State:


Rachel Hoffmeyer
Chief of Staff/Deputy Secretary of State

Date: 11/16/2022

Approved Indiana State Budget Agency:


Zachary Q. Jackson (or designee)
State Budget Director

Date: 12/5/22