

Contract #000000000000000000074166

MEMORANDUM OF UNDERSTANDING

Between the

INDIANA STATE BUDGET AGENCY

and the

INDIANA OFFICE of TECHNOLOGY

This Memorandum of Understanding (“MOU”) is entered into by and between the Indiana State Budget Agency (“SBA”) and the Indiana Office of Technology (“IOT”). In consideration of those mutual undertakings, the parties agree as follows:

WHEREAS, SBA, an agency of the Office of Management and Budget (“OMB”), is designated by OMB to accept and administer funds from the federal American Rescue Plan (ARPA) Act, sections 602 and 603 of the Social Security Act as added by section 9901 of the American Rescue Plan Act of 2021 (the “Act”), Pub. L. No. 117-2 (Mar. 11, 2021); and

WHEREAS, IOT has the authority under Statewide IT Policy IOT-CS-OPS-014 (Project Risk Management for Large-Scale and Critical IT Projects); and

WHEREAS, the parties enter into the MOU to memorialize their understanding of the mutual advantages of this cooperative relationship.

NOW, THEREFORE, the parties agree to the terms and conditions set forth below:

I. Purpose

The purpose of this MOU is to memorialize an agreement to reimburse IOT for necessary expenditures in compliance with the ARPA Act, provide guidance to IOT for the purpose of complying with federal requirements of the Program and to outline the roles and responsibility of SBA, IOT and the IV&V vendor known as Stonemill. The roles, responsibilities and breakdown of the Total Amount of Funds are more fully set forth in Attachment A, (the “Program”).

II. Grant Information

- a. Assistance listing (CFDA) number: 21.027
- b. Federal Award Name: Coronavirus State Fiscal Recovery Funds (CSFRF)
- c. Federal Award Identification Number: N/A
- d. Federal Award Date: March 11, 2021
- e. Name of Federal Agency: U.S. Department of the Treasury
- f. Total Amount of Funds obligated to sub-state agency: \$335,000.00
- g. Statutory Uses:
 - To respond to the COVID-19 public health emergency or its negative economic impacts;
 - To respond to workers performing essential work during the COVID-19 public health emergency by providing grants to eligible employers that have eligible workers who performed essential work;
 - For the provision of government services, to the extent the reduction in revenue of such recipient due to the COVID-19 public health emergency, relative to revenues collected in the most recent full fiscal year of the recipient prior to the emergency; and
 - To make necessary investments in water, sewer or broadband infrastructure.
- h. Period of time sub-state agency can obligate funds:
State Covered Period The funds listed in the MOU were approved the by the Indiana State

Budget Committee and will revert on December 31, 2024. Funds must be obligated by December 31, 2024.

- i. Period of time sub state agency can expend funds:
 - CSFRF funds must be expended by December 31, 2026
- j. Requirements imposed on the sub-state agency so that the award is used in accordance with Federal statutes and regulations, and the terms and conditions of the award.
- k. IOT will comply with ARPA Act, CSFRF rules and guidance which may be updated throughout the term of the grant.
- l. IOT will comply with CSFRF required programmatic data requirements and performance indicators.
- m. Administrative Expenses
 - IOT may use funds for administering the CSFRF program, including costs of consultants to support effective management and oversight, including consultation for ensuring compliance with legal, regulatory and other requirements. Further, costs must be allowable under 2 CFR 403, and be reasonable and allocable as outlined in 2 CFR 200.404 and 2 CFR 405.
- n. Match requirements: None.
- o. Indirect costs: None

III. Term

The MOU shall be in effect from March 1, 2023, through August 30, 2024.

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

IV. Obligation of the Parties

The parties agree to the following obligations under this MOU:

- a. SBA agrees to reimburse IOT from the ARPA Act an amount not to exceed the amount listed in Section II(f), which may be amended from time to time.
- b. IOT will follow federal expenditure procedures as outlined in the State Board of Accounts manual.
- c. IOT will administer the Program in accordance with federal laws and guidance of the ARPA Act, U.S. Treasury guidance and policies, OMB and SBA policies and procedures, State Board of Accounts guidance on administration and tracking of federal COVID funds, and any policies or procedure implemented by IOT for administration of the program. IOT's responsibilities to administer the Program include:
 - Provide communications and quarterly reports to the Director of the OMB and the Director of SBA regarding the status of the Program, including a detailed breakdown of the expenditures reimbursed under the Program and an explanation of why those expenditures were necessary to respond to the COVID-19 public health emergency.
 - SBA will assist IOT as necessary with the administration of the Program.

V. ARPA Reporting Requirement

- a. IOT agrees to provide SBA with timely information that allows SBA to comply with reporting requirements of the ARPA Act. This includes interim report, Program and Expenditures Reports, and Recovery Plan Reports. IOT agrees to record all obligations and expenditures related to this appropriation in PeopleSoft, using the project numbers assigned by SBA. IOT shall not use other project numbers unless approved by SBA.
- b. IOT agrees to provide information by deadlines established by SBA.

- c. IOT agrees to collect data from sub-awards and contracts as required by SBA.

VI. Records Retention

IOT agrees to maintain records to support compliance with the ARPA Act. This may include, but is not limited to, copies of the following:

- a. General ledger and subsidiary ledgers used to account for: (a) the receipt of ARPA Act payments and (b) the disbursements from such payments to meet the eligible expenses related to the public health emergency due to COVID-19;
- b. Budget records;
- c. Payroll, time records, and human resource records to support costs incurred for payroll expenses related to addressing the public health emergency due to COVID-19;
- d. Receipts of purchases made related to addressing the public health emergency due to COVID-19;
- e. Contracts and subcontracts entered into using ARPA Act payments and all documents related to such contracts;
- f. Grant agreement and grant subaward agreements entered into using ARPA Act payments and all documents related to such awards;
- g. All documentation of reports, audits, and other monitoring of contractors, including subcontractors, grant recipients, and subrecipients;
- h. All documentation supporting the performance outcomes of contracts, subcontracts, grant awards and grant recipient subawards;
- i. All internal and external email/electronic communications related to use of ARPA Act payments; and
- j. All investigative files and inquiry reports involving ARPA Act payments

IOT will maintain these records for a period of five (5) years after final payment is made using ARPA Act monies. These record retention requirements are applicable to all prime recipients and their grantees, subgrant recipients, contractors, and other levels of government that received transfers of ARPA Act payments from prime recipients.

IOT agrees to provide SBA, SBA's contractors, and State Board of Accounts full access to these records and its financial statements, as necessary to determine compliance with the Federal award for audit purposes.

VII. Modifications

The parties may modify this MOU by a written, mutual, signed amendment.

VIII. Transfer of Funds to Another State Agency

IOT prohibited from transferring CSFRF funds to another state agency without prior approval of the State Budget Agency.

IX. Notices

Any notice required or permitted to be given under this MOU shall be sent to the following:

State Budget Agency
Attn: Lisa Acobert
State House Room 212
200 W. Washington Street
Indianapolis, IN 46204
LiAcobert@sba.IN.gov

Indiana Office of Technology
Attn: John Helmer
JHelmer@iot.IN.gov
Attn: Bill Baker
FBaker@iot.IN.gov
Indiana Government Center North
100 N. Senate Ave., Room N551
Indianapolis, IN 46204

X. Termination or Suspension

This MOU may be terminated or suspended by either party if the other party has failed to comply with the terms of this MOU, or for any reason if such termination is in the best interest of the terminating agency, upon thirty (30) days written notice. The notice of termination or suspension shall state the reasons for termination or suspension. Regardless of the reason for termination or suspension, the parties will be compensated for services properly rendered prior to termination or suspension of this MOU.

XI. Entire Agreement

This MOU constitutes the entire agreement of the parties and may only be amended by the written mutual consent of the parties.

XII. Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he/she is the agreeing party, or that he/she is the representative, agent, member or officer of the agreeing party, that he/she has not, nor has any other member, employee, representative, agent or officer of the division, firm, company, corporation or partnership represented by him/her, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this MOU other than that which appears on the face of this MOU.

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

Indiana Office of Technology
DocuSigned by:
By: *Tracy E Barnes - 00067*
05A12D6200084A8...

Indiana State Budget Agency
DocuSigned by:
By: *Zachary Q Jackson*
C08285FB886741A...

Title: Chief Information Officer

Title: State Budget Director

Date: 6/22/2023 | 11:09 EDT

Date: 6/22/2023 | 15:51 EDT

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Electronically Approved by: State Budget Agency By: Zachary Q. Jackson, Director (for)	

Attachment A

1. PROVISIONS

- A. The IV&V vendor, Stonemill, will:
 - I. Participate in relevant project meetings and review project emails.
 - II. Review and provision feedback on relevant project artifacts and tools.
 - III. Deliver just-in-time feedback/communication of new and/or worsening risks.
 - IV. Provision potential project risk mitigation strategies.
 - V. Conduct monthly IV&V management briefing meetings with the appropriate project stakeholders to review and discuss key findings.
 - VI. Deliver monthly status reports.
 - VII. Adjust and adapt during the Project to offer more focus to areas of greatest project risk while considering both current and future project activities.

- B. The IOT PRM team will:
 - I. Own and manage the IV&V vendor contract.
 - II. Manage the IV&V vendor output to drive compliance with SOI independent project risk management requirements for timing, format, and content.
 - III. Review status reports, participate in monthly management briefings, meet with key project stakeholders, and participate in lessons learned discussions to gather insight into the value that the IV&V vendor is providing to SBA and the SOI.
 - IV. Provide real-time feedback to the IV&V vendor, set expectations for corrective actions if not meeting IOT or SBA expectations, and will coordinate next steps performance measures if continuing to not meet expectations.
 - V. Archive lessons learned from the project to drive continuous improvement throughout the Project as well as future SOI projects.

- C. Comply with the Terms and Conditions of the Coronavirus State and Local Fiscal Recovery Funds
 - Provide information to SBA regarding expenditures

- D. SBA will:
 - I. Invite the IV&V and PRM team to relevant project meetings.
 - II. Include the IV&V and PRM team on relevant project communications.
 - III. Grant access for the IV&V and PRM team to project documentation and tools.
 - IV. Guide the IV&V and PRM team to the project specific focus areas of concern.
 - V. Make available the needed personnel to drive partnership/value.
 - VI. Provide information and/or assistance that is necessary for IOT to comply any reporting requirements SBA has outlined in this MOU.

2. CONSIDERATION

- A. Total consideration of \$335,000.00 as further broken out below:
 - I. The IV&V Vendor will provide independent project risk management services described in Section 2 for the period identified in Section 4 in the amount not to exceed \$315,200, and SBA will pay IOT an amount that will not exceed \$315,200 for performing those services during that period. The parties agree that IOT will utilize the specific chart field codes provided by SBA for payment after services have been received.

 - II. The PRM team will provide independent project risk management services described in Section 2 for the period identified in Section 4 in the amount not to exceed \$19,800, and SBA will pay IOT an amount that will not exceed \$19,800 for performing those services during that period. The parties agree that IOT will utilize the specific chart field codes provided by SBA for payment after services have been received.

B. Payments will be made as follows:

- I. IOT will request funds each month in arrears, for independent project risk management services rendered to SBA pursuant to this MOU, using specific chartfields provided by SBA.
- II. IOT will create a monthly ONL journal within PeopleSoft Financials on or around the 20th day of each month. The ONL journal will contain the level of detail agreed upon by IOT and SBA, allowing SBA to approve in advance of the transaction taking place. The detail will include a fully itemized invoice. SBA will approve the ONL journal in Peoplesoft before the end of the month that the ONL journal was entered. No transfer of funds will occur without SBA's approval.