

MEMORANDUM OF UNDERSTANDING
Between the Indiana Department of Environmental Management
Office of Water Quality, Wastewater Operator Certification and
the Indiana Professional Licensing Agency

Contract #00000000000000000000101288

This Memorandum of Understanding (“MOU”) is entered into by and between the Indiana Department of Environmental Management (“IDEM”) Office of Water Quality Wastewater Operator Certification and the Indiana Professional Licensing Agency (“IPLA”), hereinafter referred to as a “Party” or “Parties”. In consideration of the mutual understandings and covenants set forth herein, the Parties agree as follows:

WHEREAS, IDEM has established a need for information technology support services;

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 and IDEM to share the products and licensing maintenance;

WHEREAS, a working relationship between IDEM and IPLA will allow IDEM to take advantage of the resources and skill sets already in place, leveraging State assets such as Information Technology staff, software and hardware;

WHEREAS, this relationship will save IDEM the expense of purchasing its own system, eliminate development and infrastructure expense, eliminate the need to maintain its own Information Technology (IT) licensing support staff, and share on-going operational expenses;

WHEREAS, IPLA and IDEM 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:

1. FEDERAL GRANT INFORMATION

The following is disclosed to the substate agency, IPLA, per Indiana State Budget Agency Financial Management Circular 3.4:

- A. Assistance Listing and Name (formerly CFDA number)
66.605- Performance Partnership Grants
- B. Federal Award Name
Indiana 2025-2027 Performance Partnership Grant

- C. Federal Award Identification Number
BG-98543219
- D. Federal Award Date
08/25/2025
- E. Name of Federal Agency
US Environmental Protection Agency
- F. Total Amount of Funds obligated to the substate agency
\$12,000.00 per year in Water 106 Funds
- G. Period of Performance: Period of time substate agency can obligate funds: start and end dates
7/1/2026 – 6/30/2027
- H. Liquidation Period: Period of time substate agency can liquidate funds: start and end dates
7/1/2026 - 6/30/2027
- I. Federal Award Project Description
With this funding the Indiana Department of Environmental Management will operate many environmental programs under this Performance Partnership Grant (PPG). This PPG includes the following programs: Clean Air Act, Section 105, for air pollution control, Clean Water Act, Section 106, for water pollution control, Safe Drinking Water Act, Section 1442(a) for protection of drinking water, Solid Waste Disposal Act, Section 3011 for land preservation and restoration, and Toxic Substances Control Act, Section 28 to monitor polychlorinated biphenyl (PCB). The State will direct resources to achieve maximum environmental benefit protecting human health and the environment. This is aligned with Powering the Great American Comeback pillars listed below:

Pillar 1: Clean Air, Land, and Water for Every American

Pillar 3: Permitting Reform, Cooperative Federalism, and Cross-Agency Partnership. With this funding IDEM will continue operating the Clean Air Act 105 for air pollution control program, Clean Water Act, Section 106 program for water pollution control, Safe Drinking Water Act, Section 1442(a) for protection of drinking water program, Solid Waste Disposal Act 3011 for land preservation and restoration program, and Toxic Substances Control Act Section 28 to monitor polychlorinated biphenyl (PCB) program. The State will direct resources to achieve maximum environmental benefit protecting human health and the environment. Pillar 1: Clean Air, Land, and Water for Every American and Pillar 3: Permitting Reform, Cooperative Federalism, and Cross-Agency Partnership -By entering into the cooperative agreement to receive federal funding the state maintains its primacy over the programs listed above.

The State will direct resources to achieve maximum environmental benefit protecting human health and the environment for the Air, Land, Water and Pesticide Control. Pillar 1: Clean Air, Land, and Water for Every American and Pillar 3: Permitting Reform, Cooperative Federalism, and Cross-Agency Partnership.

By entering into the cooperative agreement to receive federal funding the state maintains its primacy over the programs listed above achieving major environmental results, ensuring Air is cleaner, land is protected, water is safer and produce are safe of chemicals.

- J. Requirements imposed on the substate agency so that the award is used in accordance with Federal statutes, regulations and the terms and conditions of the award:
(i) IPLA shall provide its UEI number to the IDEM.
(ii) IPLA shall permit IDEM and auditors to have access to all records and financial statements related to this Grant, as necessary to meet the requirements of the grant.

- K. State Budget Agency Funding Source Number
013294

- L. Indirect cost rate or cost allocation that can be charged to the federal grant
17.09%

- M. Match requirements including source fund and responsible agency
25% In-Kind Match; IDEM

- N. EPA Project Officer
Martha Robinson
77 West Jackson Blvd., LP-17J
Chicago, IL 60604-3507
E-Mail: Robinson.Marthal@epa.gov
Phone: 312-886-6141

- O. As the substate agency awarded federal funds, the IPLA must also do the following:

1. System for Award Management Registration (SAM):

Unless IPLA is exempted from this requirement under 2 CFR 25.110, IPLA, as the substate agency recipient of federal funds, must register with the SAM, formerly Central Contractor Registration (CCR), by going to <https://www.sam.gov/portal/SAM/#1>. IPLA shall review and update the information at least annually after the initial registration and more frequently if required by changes in its information.

2. Data Universal Numbering System (DUNS) Numbers:

In April 2022, DUNS was replaced by a SAM.gov-issued Unique Entity Identifier (UEI). IPLA shall provide its number to the IDEM.

3. Executive Compensation:

IPLA, as a substate agency receiving more than \$25,000 of federal funds that are not Recovery funds from the American Recovery and Reinvestment Act of 2009, must report to the IDEM the names and total compensation of each of its five most highly compensated executives for its preceding fiscal year if the following conditions apply:

- a.) In IPLA's preceding fiscal year, it received—

(i.) Eighty (80) percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act as defined at 2 CFR 170.320 (and subawards); and
(ii.) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
(iii.) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15 (d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or section 6104 of the Internal Revenue Code of 1986). (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

4. Security

If IPLA, as a substate agency awarded federal funds, is required to collect and or manage environmental data under this MOU, IPLA shall ensure that any connections between its network or information system and the EPA networks used by the recipient to transfer data are secure. A connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. If IPLA's connections do not go through the Environmental Information Exchange System or EPA's Central Data Exchange, IPLA agrees to contact the EPA Project Officer (PO) and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.

2. PURPOSE

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

3. PROVISIONS or DUTIES

- a.) IPLA, as administrator, will provide full use of the enterprise licensing system products known as MyLicense Office (back office MLO Web Application), eGov (Licensee 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 in the enterprise database, help with other related setup, assist

with developing print templates and forms as needed, prepare for web and manual renewals as needed, update eGov web pages and provide other assistance and troubleshooting when the need arises. IPLA will retain overall administrative control over the licensing system 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) including the application servers, database servers, networks, multi-site high availability disaster recovery [MHA], IOT database administrators, network administrators, and full infrastructure support. All infrastructure costs for the licensing systems are billed by 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 "Report of Collections" payments to IDEM 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 IDEM through the licensing system. The software used, Crystal Reports and software license, is not required to be obtained by IDEM.
- 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 Recovery to make sure all licensing functions can be recovered 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 IDEM.

4. CONSIDERATION

- a.) Payment: IDEM will reimburse IPLA for costs associated with IDEM's use of IPLA's IT support staff, enterprise licensing applications and databases, enterprise infrastructure equipment and support, software maintenance, printing services, and the services listed in Section 3. The rate of monthly consideration is \$1,000.00. The amount reflects IDEM's share of costs based on number of licenses, license types, complexity, prior printing history, web services, disaster recovery, and support needs 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, IDEM will approve the transaction and agrees to transfer funds to a fund designated by IPLA. The Auditor of State will transfer funds from IDEM 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 that arise.

IPLA will have thirty (30) days beyond the expiration of this MOU to submit a final interagency journal entry for payment against this agreement. Any request for payment received thereafter will not be reimbursed by IDEM.

- b.) Special Requests. IDEM is responsible for any out-of-scope IPLA IT staff time at a rate of \$110.00 per hour for special requests and associated IOT charges that are exclusively for IDEM'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.

5. TERM

This MOU shall be effective for one (1) year, beginning on July 1, 2026, and terminating on June 30, 2027. 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 or decrease in the cost of services.

6. MODIFICATION

- a.) This MOU may be amended by mutual agreement of the Parties. Any such amendment shall be by written mutual consent of the Parties with the same formality as this original MOU.
- b.) No waiver of any provision hereunder shall operate as an amendment or bind a Party to future waiver of the same unless incorporated in an amendment pursuant to 4.A herein.

7. FUNDING CANCELLATION

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

8. NOTICE TO PARTIES

Where written notice is required under this MOU, it shall be provided to the following:

Notices to IPLA should be sent to:
Eric Burton, IT Director
Professional Licensing Agency

402 W. Washington Street, Room W072
Indianapolis, IN 46204
Phone: 317.234.5058
Email: eburton@pla.in.gov

IPLA Billing Questions shall be directed to:
Erik England, Chief Financial Officer
Professional Licensing Agency
402 W. Washington Street, Room W072
Indianapolis, IN 46204
Phone: 317.234.1983
Email: ErEngland@pla.in.gov

Notices to IDEM shall be sent to:
Rebecca McMonigle, Program Director
Indiana Department of Environmental Management
100 N. Senate
Room IGCN 1255
Indianapolis, IN 46204
Phone: 317.232.8791
Email: RMcMonig@idem.in.gov

IDEM Billing Questions shall be directed to:
Jesse Pizarro
Indiana Dept. of Environmental Management
100 N. Senate
Room IGCN 1340
Indianapolis, IN 46204
Phone: 317.914.7814
Email: jnpizarro@idem.in.gov

9. 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. The written notice of termination must be sent through SCM and signed by the State Budget Agency.

If IDEM terminates the MOU, then IDEM will be responsible for data archiving or conversion required to remove data from the system, with IPLA's cooperation to ensure data preservation and integrity requirements. Whereas, if IPLA terminates the MOU, then IPLA will be responsible for data archiving or conversion required to remove the data from the system ensuring data preservation and integrity requirements are met, and provide this data in a timely manner.

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In Witness Whereof, each Party, through their duly authorized representatives, enters 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 thereof.

Indiana Professional Licensing Agency

Signed by:
By: *Lindsay Mikala Hyer*
63DE2C93B365481...

Title: Executive Director, PLA

Date: 5/20/2026 | 11:10 EDT

Indiana Department of Environmental Management

Signed by:
By: *Clinton Woods*
4B8A4AFD5E444F5...

Title: Commissioner

Date: 5/21/2026 | 16:59 EDT

Electronically Approved by: Indiana Office of Technology By: _____ (for) Warren Lenard, Executive Director	Electronically Approved by: State Budget Agency By: _____ (for) Chad Ranney, State Budget Director
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