

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE INDIANA DEPARTMENT OF HEALTH
AND
THE INDIANA OFFICE OF TECHNOLOGY**

Contract #0000000000000000000067730

This Memorandum of Understanding ("Memorandum") is entered into by and between the Indiana Department of Health ("DOH") and the Indiana Office of Technology ("IOT"). In consideration of those mutual undertakings, the parties agree as follows:

I. PURPOSE.

This MOU memorializes the terms by which IOT will assign one State Earn and Learn IT associate (the "Associate") to DOH to assist DOH with its data engineering service delivery efforts – including by defining DOH's existing needs, by assessing the maturity of DOH's service delivery efforts to date, *et cetera*.

II. TERM / TERMINATION / CANCELLATION.

This MOU shall be effective for a period of seven months. It shall commence on October 23, 2022, and it shall remain in effect until May 31, 2023. This MOU may be renewed by mutual written agreement of the parties.

DOH understands that IOT is bringing on the Associate in order to address a need of DOH and that IOT will make commitments and incur costs specifically because of its efforts to assist one of its partner agencies. Accordingly, while the parties to memoranda of understandings like this MOU frequently include language in them explaining that they can be terminated early at the discretion of either party, the DOH and IOT have agreed that such an early-termination provision is not appropriate for this MOU, given the circumstances.

Nevertheless, if 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 MOU, the MOU shall be cancelled. 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.

III. IOT'S OBLIGATIONS TO DOH.

IOT agrees to do the following for DOH with regard to the Associate:

1. IOT will assign the Associate to work for DOH for 37.5 hours per week (maximum) to assist DOH while completing certification milestones associated with IOT's State Earn and Learn IT program. The Associate will meet obligations to the program and DOH in the following manner:
 - a. Complete industry-valued certifications for information technology and data analysis/strategy, with success demonstrated by a passing score on one or more certification exams;
 - b. Attend State Earn and Learn IT team meetings twice each week and tailored personal coaching meetings twice each month;

- c. Provide integrated customer support to DOH users on existing technologies, products, and data strategies;
 - d. Test new technologies and products, as needed.
2. DOH will supply desk space, desk, a cell phone (if needed), and computer equipment for the Associate.
3. IOT will ensure that the Associate is qualified to support DOH in a manner that is consistent with the duties described in this MOU.
4. IOT will use a vendor partner for the purpose of employing the Associate in a temp-to-hire contractor status until such time as the Associate has completed program milestones and demonstrated that s/he has the appropriate skills needed to be eligible for a State IT employee position.
5. In the event that DOH has a performance problem with the Associate, IOT will take steps to rectify the situation, including by replacing the Associate.
6. If the Associate ceases to work for IOT – or otherwise become unavailable to provide services to DOH for thirty (30) or more consecutive days because of a leave of absence, for example – IOT will notify DOH of that Associate's unavailability and will assign a qualified replacement as quickly as possible. If the Associate will no longer be providing services to DOH under this MOU because they are to be transferred to another position within IOT, either as an Associate or as a State employee in another capacity, IOT agrees to provide thirty (30) days' notice of the transfer to DOH and to likewise assign a qualified replacement as quickly as possible.
7. IOT will execute a purchase order using DOH chart fields to charge DOH for the Associate.

BU Code: 00400

Fund code: 83193

Program code: 19000

Department code: 195060

Project Code: 40093323ECVDP20

Activity: ALL0000

DOH'S OBLIGATIONS TO IOT

DOH agrees to do the following for IOT:

1. Permit the Associate to perform his/her duties remotely no more than two days of the work week, contingent upon approval of the Resource and IOT's Director of the State Earn and Learn IT Program;
2. Make DOH personnel, equipment, and any other necessary resources available to the Resource;

3. Provide supervision and guidance, through DOH staff, to the Associate in order to acclimate her/him to entry-level service in a State agency environment;
4. Prior to Month 7 of this MOU, request or otherwise designate one position from the State Personnel Department for the purpose of hiring the Associate into a staff position, provided that the Associate has met all program requirements and milestones by Month 7;
5. Pay Sixty Nine Thousand One Hundred Sixty Dollars (\$69,160.00) to IOT over the course of the seven months of this MOU – or Nine Thousand Eight Hundred Eighty and 00/100 Dollars (\$9,880.00) per unit/month. This latter sum will be billed to DOH by IOT, one month in arrears, in monthly installments.

IV. NOTICE TO THE PARTIES

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

For DOH:

Shane Hatchett
Chief of Staff
Indiana Department of Health
2 N. Meridian Street
Indianapolis, IN 46204
(317) 233-7877
shatchett@health.in.gov

For IOT:


Kevin Wilson
Chief Administrative Officer
Indiana Office of Technology
100 N. Senate Avenue, Room N551
Indianapolis, IN 46204
(317) 234-3872
kwilson@iot.in.gov

VI. ENTIRE UNDERSTANDING

This MOU constitutes the entire understanding between the parties with respect to the subject matter of this MOU.

In Witness Whereof, the Indiana Department of Health and the Indiana Office of Technology have, through their duly authorized representatives, entered into this Memorandum. The parties, having read and understood the foregoing terms of this Memorandum, do by their respective signatures dated below agree to the terms thereof.

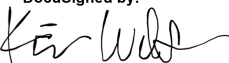
Indiana Department of Health

By: 
FD195E4E7AF9428...

Title: IDOH Chief of Staff

Date: 11/9/2022 | 16:29 EST

Indiana Office of Technology

By: 
22B076A9E0964BC...

Title: Chief Financial Officer

Date: 11/10/2022 | 13:28 EST

Electronically Approved by:
Indiana Office of Technology

By: _____ (for)
Tracy E. Barnes, Chief Information Officer

Electronically Approved by:
State Budget Agency

By: _____ (for)
Zachary Q. Jackson, Director